PRUEBA D.5.2 ESTATUTOS DE LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12635
Folio No. _____

CONFIDENCIAL

PRUEBA D.5.2 ESTATUTOS DE LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12636

CONFIDENCIAL

PRUEBA D.5.2 ESTATUTOS DE LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12637

CONFIDENCIAL

PRUEBA D.5.2 ESTATUTOS DE LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12638

CONFIDENCIAL

PRUEBA D.5.2 ESTATUTOS DE LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12639

CONFIDENCIAL

PRUEBA D.5.3 Licencia de Negocio de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12640

CONFIDENCIAL

PRUEBA D.5.3 Licencia de Negocio de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12641.

CONFIDENCIAL

PRUEBA D.5.3 Licencia de Negocio de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12642
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA D.5.3 Licencia de Negocio de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12643
Folio No. _____

CONFIDENCIAL

CONFIDENCIAL

Prueba E.A.1-Materiales y otros componentes del costo

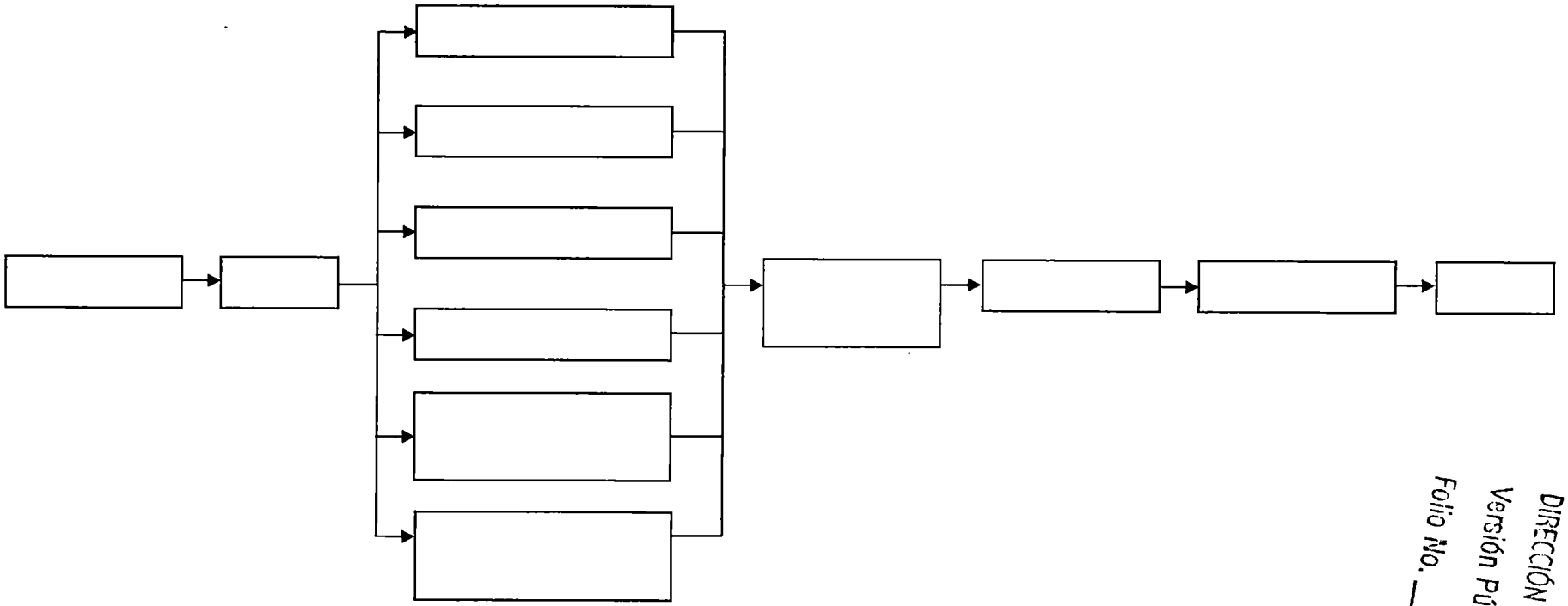
Tipo de material	Valor en moneda (CNY)	Cantidad	Unidad de cantidad	Costo promedio por unidad de material

Costo de energía	Valor total (CNY) PI	Cantidad	Unidad de cantidad	Costo promedio por unidad de material

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12644.

CONFIDENCIAL

Prueba E.A.2-Diagarma de flujo del proceso de producción



DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. J 2645

CONFIDENCIAL

Prueba E.A.5-Lista de proveedores de LINGLONG

SN	Nombre del proveedor	Tipo de materia prima	Cantidad comprada durante el período de investigación (toneladas)	Precio promedio durante el período de investigación (RMB/tonelada)

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12646

CONFIDENCIAL

Prueba E.B.1-Información laboral de LINGLONG

SN	Categoría del empleado	Número de personas durante el período de investigación	Salario total durante el período de investigación	Salario promedio por persona durante el período de investigación	Salario mensual promedio por persona

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12643

CONFIDENCIAL

E.C.1-Volumen de producción mensual

Mes	Producción en volumen por producto investigado (piezas)

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12648

CONFIDENCIAL

E.C.2-Volumen de producción total

SN	Tipo de productos principales	Volumen total producido durante el período de investigación	Unidades

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12649

CONFIDENCIAL

E.D.1-Precios y cantidades de venta doméstica mensual.

Mes	Precio medio ponderado de ventas domésticas (RMB por pieza)	Cantidad de ventas domésticas mensuales (piezas)

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12650

CONFIDENCIAL

Prueba E.D.4 - Precios y cantidades de venta de exportación mensual

Mes	Precio medio ponderado de ventas a Colombia (USD por pieza)	Cantidad de ventas de exportación mensuales a Colombia (piezas)

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12651 -

Prueba E.E.1.1-Miembros de la Junta directiva

Nombre de los miembros de la Junta directiva	A quien representa el miembro	Función del miembro	Derecho de voto	¿Oficial del Estado, etc.?

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12652

CONFIDENCIAL

Prueba E.E.1.2-Miembros de la Asamblea de accionistas

Nombre de los miembros de la Asamblea de accionistas	Función del miembro	Derecho a voto	¿Oficial del Estado, et.c?

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12653

VERSIÓN PÚBLICA

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12654.

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12655

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12656
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12657

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12658

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

IRECCIÓN DE COMERCIO EXTERIOR
/ersión Pública:
Folio No. 12659

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12660
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12661.

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12662
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12663

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12664
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 2665

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12666

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12667
Folio No. _____

CONFIDENCIAL

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12668

CONFIDENCIAL

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 12669
Folio No. _____

CONFIDENCIAL

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12670
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12671

CONFIDENCIAL

172

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12672

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12673

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12674
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12675
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12676

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12677

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12678

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12679

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12680

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12681
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA 182

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12682

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12683

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 2695
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12696

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12697

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12698

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12699

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12700

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12701

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12702

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12703

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12704
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12705
Folio No. _____

CONFIDENCIAL

PRUEBA E.2.1 Actas de la Asamblea de Accionistas de LINGLONG

DIRECCIÓN DE COMERCIO EXTERI
Versión Pública: 12706
Folio No. _____

CONFIDENCIAL

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12707
Folio No. _____

CONFIDENCIAL

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 12708
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12784
Folio No. _____

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12710

CONFIDENCIAL

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12711

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.2 Actas de la Junta Directiva de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12712

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.3 Actas de la Junta de Supervisores de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12713

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.3 Actas de la Junta de Supervisores de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12714

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.3 Actas de la Junta de Supervisores de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12715..

CONFIDENCIAL

PRUEBA E.E 2.3 Actas de la Junta de Supervisores de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12716

CONFIDENCIAL

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12717

CONFIDENCIAL

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12718.

CONFIDENCIAL

VERSIÓN PÚBLICA

PRUEBA E.E 2.4 Reporte de verificación de capital de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12719
Folio No. _____

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 12720
Folio No. _____

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 2721
Folio No. _____

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12722

CONFIDENCIAL

VERSIÓN PÚBLICA 195

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12723

CONFIDENCIAL

VERSIÓN PÚBLICA 196

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12724

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12725

CONFIDENCIAL

PRUEBA F.A.3 Estados Financieros de LINGLONG

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12726

CONFIDENCIAL

CONFIDENCIAL

Prueba F.B.3.1 - Lista de activos fijos e intangibles de LINGLONG

SN	Nombre del activo	Valor de adquisición	Valor actual en libros	Método de depreciación

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 727
Folio No. _____

Prueba G.1.a-Lista de préstamos **CONFIDENCIAL**

S/N	Prestamista	Monto del crédito (RMB)	Frencuencia de instalamentos para el pago	Tasa de interés % (un año)	Fecha de inicio del crédito	Fecha de maduración del crédito	Período extendido

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12728
Folio No.

200

DIRECCIÓN DE COMERCIO EXTERIOR

Versión Pública:

Folio No. 12730

DIRECCIÓN DE COMERCIO EXTERIOR

Versión Pública:

Folio No. 12731

DIRECCIÓN DE COMERCIO EXTERIOR 204

Versión Pública:

Folio No. 12732

Versión Pública:

Folio No. 12733

DIRECCIÓN DE COMERCIO EXTERIOR 206

Versión Pública:

Folio No. 12734

DIRECCIÓN DE COMERCIO EXTERIOR

Versión Pública: 12735

Folio No.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12736
Folio No. _____

Prueba H.8.1 - Ley de insolvencia

~~232~~ 209

Order of the President of the People's Republic of China
(No. 54)

The Law of the People's Republic of China on Enterprise Bankruptcy, which was adopted at the 23rd meeting of the Standing Committee of the 10th National People's Congress of the People's Republic of China on August 27, 2006, is hereby promulgated and shall come into force as of June 1, 2007.

President of the People's Republic of China
Hu Jingtao
August 27, 2006

Law of the People's Republic of China on Enterprise Bankruptcy

(Adopted at the 23rd meeting of the Standing Committee of the 10th National People's Congress of the People's Republic of China on August 27, 2006)

Table of Contents

Chapter I General Provisions
Chapter II Application and Acceptance
Section I Application
Section II Acceptance
Chapter III Administrator
Chapter IV Debtors' Assets
Chapter V Bankruptcy Expenses and Community Liabilities
Chapter VI Declaration of the Creditor's Right
Chapter VII The Creditors' Meeting
Section I General Provisions
Section II The Creditors' Committee
Chapter VIII Revival
Section I Application for and Period of Revival
Section II Formulation and Approval of a Revival Plan
Section III Implementation of a Revival Plan
Chapter IX Compromise
Chapter X Bankrupt Liquidation
Section I Bankrupt Declaration
Section II Conversion and Distribution
Section III Conclusion of the Procedures for Bankruptcy
Chapter XI Legal Liabilities
Chapter XII Supplementary Provisions

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12737
Folio No. _____

Chapter I General Provisions

Article 1 The present Law is formulated for purposes of regulating the procedures for enterprise bankruptcy, fairly settling the credits and debts, safeguarding the legitimate rights and interests of creditors and debtors, and maintaining the market order of the socialist economy.

Article 2 Where an enterprise legal person fails to clear off its debt as due, and if its assets are not enough to pay off all the debts or if it is obviously incapable of clearing off its debts, its liabilities shall be liquidated according to the provisions of the present Law.

Where an enterprise legal person is under the aforesaid circumstance or if it is obviously likely that it is unable to pay off its debts, it may be subject to revival according to the provisions of the present Law.

Article 3 A bankruptcy case shall be governed by the people's court where the relevant debtor is domiciled.

Article 4 The procedures for hearing a bankruptcy case shall, in the absence of relevant provisions in the present Law, be governed by the relevant provisions of the Civil Litigation Law.

Article 5 The procedures for bankruptcy which have been initiated according to the present Law shall have binding force over the assets of the relevant debtor beyond the territory of the People's Republic of China.

Where any legally effective judgment or ruling made by a foreign court involves any debtor's assets within the territory of the People's Republic of China and if the debtor applies with or requests the people's court to confirm or enforce it, the people's court shall, according to the relevant international treaties that China has concluded or acceded to or according to the principles of reciprocity, conduct an examination thereon and, when believing that it does not violate the basic principles of the laws of the People's Republic of China, does not damage the sovereignty, safety or social public interests of the state, does not damage the legitimate rights and interests of the debtors within the territory of the People's Republic of China, grant confirmation and permission for enforcement.

Article 6 In the hearing of a bankruptcy case, the people's court shall guarantee the legitimate rights and interests of the employers in the insolvent enterprise and subject its mangers to legal liabilities.

Chapter II Application and Acceptance

Section I Application

Article 7 Where a debtor is under the circumstance as prescribed by Article 2 of the present Law, it may file an application with the people's court for revival, compromise or bankrupt liquidation.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12738

Where the debtor fails to pay off its due debts, it may file an application with the people's court for revival or bankrupt liquidation.
Where an enterprise legal person has been dissolved without any liquidation or without completing the liquidation and if the relevant assets are not enough to clear off the debts, the person liable for liquidation shall apply with the people's court for bankrupt liquidation.

Article 8 To apply for bankruptcy, an Application for Bankruptcy and the related evidences shall be submitted to the people's court:
The following matters shall be indicated in the Application for Bankruptcy:
(1)Basic introduction to the applicant and respondent;
(2)Purpose of application;
(3)Facts and ground of the application; and
(4)Any other matter that the people's court deems necessary to be indicated.
Where a debtor files an application, it shall submit the statements on financial status, a checklist of debts, a checklist of the credit right, the relevant financial statements, a reserve plan for employee arrangement as well as the payment documents of wages and social insurance premiums.

Article 9 Before the people's court accepts an application for bankruptcy, the applicant may request for withdrawing its application.
Section II Acceptance

Article 10 Where a creditor files an application for bankruptcy, the people's court shall, within 5 days as of the day when the application is received, inform the related debtor. Where a debtor has any different opinion to an application, it shall put forward its demurral to the people's court within 7 days as of the day when a notice is received from the people's court. The people's court shall decide whether or not to accept the case within 10 days as of expiration of the term for filing a demurral.
Except for the circumstance as prescribed in the preceding paragraph, the people's court shall decide whether or not to accept an application for bankruptcy within 15 days as of the day when the application is received.
Under any special circumstance where the term for accepting a case as prescribed in the preceding two paragraphs is required to be extended, it may be extended for another 15 days upon the approval of the people's court at a higher level.

Article 11 Where the people's court accepts an application for bankruptcy, it shall serve it on the relevant applicant within 5 days as of the day when the decision is made.
Where a creditor files an application, the people's court shall serve it on the relevant debtor within 5 days as of the day when a decision is made. The relevant debtor shall, within 15 days as of the day when a decision is served, submit to the people's court its statements on financial status, a checklist of debts, a checklist of the creditor's right, the relevant financial statements as well as the payment documents of wages and

social insurance premiums.

Article 12 Where the people's court decides not to accept an application for bankruptcy, it shall serve its decision on the applicant within 5 days as of the day when the decision is made. Where an applicant is dissatisfied with the decision, it may, within 10 days as of the day when the decision is served, file an appeal with the people's court at the next higher level.
During the period from when the people's court accepts an application for bankruptcy to when a bankruptcy is announced, where it is found that the relevant debtor is not under the circumstance as prescribed by Article 2 of the present Law, its application may be rejected. Where an applicant is dissatisfied with a decision, it may, within 10 days as of the day when the decision is served on, file an appeal with the people's court at the next higher level.

Article 13 Where the people's court accepts an application for bankruptcy, it shall designate a bankruptcy administrator in the meanwhile.

Article 14 The people's court shall, within 25 days as of the day when it decides to accept an application for bankruptcy, notify the relevant creditors and announce its decision as well.
The following matters shall be indicated in the aforesaid notice and announcement:
(1)Name of the applicant and respondent;
(2)The time when the people's court accepts the application for bankruptcy;
(3)Term, address and points of attention in the declaration of the creditor's right;
(4)Name of the bankruptcy administrator as well as the address where it undertakes its business;
(5)Requirements that the debtors or asset holders of the debtor shall clear off the debts or deliver the assets;
(6)The time and place where the first creditors' meeting is held; and
(7)Any other matter that the people's court deems necessary to be notified and announced.

Article 15 During the period from the day when the people's court decides to accept an application for bankruptcy to the day when the procedures for bankruptcy are concluded, the relevant personnel of the debtor shall bear the following obligations:
(1)Properly preserving the assets, seals and account bookss as well as documents under its occupation and management;
(2)Working according to the requirements of the people's court and bankruptcy administrator and answering their inquiries in a faithful manner;
(3)Attending the creditor's meeting and answering the creditors' inquiries;
(4)Not leaving its domicile in the absence of permission of the people's court; and
(5)Not assuming any post of director, supervisor or senior manager in any other enterprise.
The term "relevant personnel" as mentioned in the preceding paragraph are the legal

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12739

representatives of an enterprise, which may, upon approval of the people's court, include the financial managers and other operators of the enterprise.

Article 16 After the people's court accepts an application for bankruptcy, the repayment of debts made by a debtor to individual creditors shall be invalidated.

Article 17 After the people's court accepts an application for bankruptcy, the debtors or asset holders of the debtor shall pay off the debts or deliver the relevant assets to the bankruptcy administrator.
Where any debtor or asset holder purposely violates the provisions of the preceding paragraph by paying off its debts or delivering the assets to the debtor and thus incurs losses to the relevant creditors, its obligation of paying off the debts or delivering the assets shall not be exempted.

Article 18 After the people's court accepts an application for bankruptcy, the relevant bankruptcy administrator shall decide to rescind or continue to perform a contract that has been established before acceptance yet has not been fully performed by both parties concerned and notify the opposite party concerned of its decision. Where the bankruptcy administrator fails to inform the opposite party concerned within 2 months as of the day of acceptance or to make any reply to an urge made by the opposite party concerned, it shall be deemed as rescission of the contract.
Where the bankruptcy administrator decides to continue a contract, the opposite party concerned shall continue the performance of the contract yet has the right to request the administrator to provide guaranty. Where the administrator does not provide any guaranty, it shall be deemed as rescission of the contract.

Article 19 After the people's court accepts an application for bankruptcy, the relevant measures for preserving the debtor's assets shall be released and the procedures for ution shall be suspended.

Article 20 After the people's court accepts an application for bankruptcy, any civil action or arbitration involving the relevant debtor that is in the process of trial shall be suspended. The action or arbitration can be resumed after a bankruptcy administrator takes over the debtor's assets.

Article 21 After the people's court accepts an application for bankruptcy, the relevant debtor's civil action shall be filed with the very people's court only.

Chapter III Bankruptcy Administrator

Article 22 A bankruptcy administrator shall be designated by the people's court.
Where it is decided at the creditors' meeting that a bankruptcy administrator fails to perform or fulfill its duties and functions in a lawful and impartially manner, the creditors may apply with the people's court for alteration.

The measures for designating bankruptcy administrators and deciding the remunerations of bankruptcy administrators shall be made by the Supreme People's Court.

Article 23 A bankruptcy administrator shall, according to the provisions of the present Law, perform its functions and duties, report its work to the people's court and accept the supervision of the creditors' meeting and the creditors' committee.
A bankruptcy administrator shall attend the creditors' meeting, report the performance of its duties and functions and answer the relevant inquiries.

Article 24 The post of bankruptcy administrator may be assumed by a liquidation group comprised of the relevant departments and organs or by such social intermediary agencies as a law firm, an accounting firm, a bankruptcy liquidation firm that have been established according to law.
The people's court may, according to the real status of a debtor and upon consulting the opinions of the relevant social intermediary agencies, designate the relevant personnel who have a good command of specialties and have obtained the practice qualification for bankruptcy administrators.
Under any of the following circumstances, one shall not assume the post of bankruptcy administrator:
(1)Having been given a criminal punishment for deliberate crime;
(2)Having been deprive of the relevant practice qualification certificate of related specialty;
(3)Having any interest relation to the case; or
(4)Being under any other circumstance where the people's court deems it improper to act as a bankruptcy administrator.
Where an individual assumes the post of bankruptcy administrator, he shall purchase the responsibility insurance.

Article 25 A bankruptcy administrator shall perform the following functions and duties:
(1)Taking over the assets, seals as well as the account books and documents of the debtor;
(2)Investigating into the financial status of the debtor and formulating the financial statements;
(3)Deciding the internal management of the debtor;
(4)Deciding the daily expenditure and other necessary expenditures of the debtor;
(5)Deciding, before the first creditors' meeting is held, to continue or suspend the debtor's business;
(6)Managing and disposing of the debtors' assets;
(7)Participating actions, arbitrations or any other legal procedures on behalf of the debtor;
(8)Proposing to hold creditors' meetings; and
(9)Performing any other functions and duties that the people's court believes it should

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12740

perform.
In the case of any separate provision on the bankruptcy administrator's functions and duties in the present Law, it shall prevail.

Article 26 Before the first creditors' meeting is held, if a bankruptcy administrator decides to continue or suspend the business operation of a debtor or has any of the acts as prescribed by the provisions of Article 69 of the present Law, it shall be subject to the approval of the people's court.

Article 27 A bankruptcy administrator shall be diligent and dutiful, and shall faithfully perform its duties as well.

Article 28 A bankruptcy administrator may, upon approval of the people's court, employ the relevant work staff as necessary.
The remunerations of a bankruptcy administrator shall be decided by the people's court. In case the creditors' meeting has any different opinion to the remuneration of a bankruptcy administrator, it has the right to file demurral with the people's court.

Article 29 A bankruptcy administrator shall not quit its post without any justifiable reason. The resignation of a bankruptcy administrator shall be subject to the approval of the people's court.

Chapter IV A Debtor's Assets

Article 30 A debtor's assets refer to all the assets that belong to a debtor when an application for bankruptcy is accepted, as well as the assets as obtained by the debtor during the period from when an application for bankruptcy is accepted to when the procedures for bankruptcy are concluded.

Article 31 Within 1 year before the people's court accepts an application for bankruptcy, a bankruptcy administrator has the right to plead the court to revoke any act relating to the debtor's assets:
(1)Transferring the assets free of charge;
(2)Trading at an obviously unreasonable price;
(3)Providing asset guaranty to those debts without any asset guaranty;
(4)Paying off the undue debts in advance; or
(5)Giving up the creditor's right.

Article 32 Within 6 months before the people's court accepts an application for bankruptcy, if a debtor is under any circumstance as prescribed by paragraph 1, Article 2 of the present Law where it makes repayment to individual creditors, its bankruptcy administrator has the right to plead the people's court to revoke it, except where individual repayment may do good to the debtors' assets.

Article 33 Any of the following acts involving the debtor's assets shall be deemed as invalid:
(1)Concealing or transferring the assets in order to avoid the debts; or
(2)Fabricating any debt or acknowledging any unreal debt.

Article 34 As to any asset of a debtor as obtained under any circumstance as prescribed by Article 31, 32 or 33 of the present Law, the relevant bankruptcy administrator has the right to recover it.

Article 35 After the people's court accepts an application for bankruptcy, where any capital contributor of a debtor fails to fulfill its obligation of capital contribution, the relevant bankruptcy administrator shall require the capital contributor to make full contribution of the capital it has subscribed to, irrespective of the term for capital contribution.

Article 36 Where any director, supervisor or senior manger takes advantage of his power to obtain any abnormal income from his enterprise or embezzles any enterprise asset, the relevant bankruptcy administrator shall recover it.

Article 37 After the people's court accepts an application for bankruptcy, the bankruptcy administrator may take back its pledge or lien by means of paying off its debts or providing a guaranty that can be accepted by the relevant creditor.
As to the payment of debts or substitutive guaranty, where the value of the pledge or lien is lower than that of the amount of the creditor's right, a bottom line shall be set on the contemporary market value of the pledge or lien.

Article 38 After the people's court accepts an application for bankruptcy, where what the relevant debtor occupies are not its own assets, the owner of the assets may take the assets back through the bankruptcy administrator, unless it is separately prescribed by the present Law.

Article 39 After the people's court accepts an application for bankruptcy, if the seller has sent the subject matter to the debtor of the buyer and the latter has not yet received the goods and paid off the price, the seller may take back the goods on the way. However, the relevant bankruptcy administrator may pay off the price and request the seller to deliver the subject matter.

Article 40 Where a creditor is indebted with its debtor before an application for bankruptcy is accepted, it may claim for offset against the bankruptcy administrator. However, under any of the following circumstances, the relevant debts shall not be offset:
(1)Where a debtor of the debtor obtains the creditor's right of any other party against the debtor after the application for bankruptcy is accepted;
(2)Where a creditor learns that a debtor is incapable of paying off its due debts is in

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12741

the process of applying for bankruptcy and if it is indebted with the debtor; with the exception, however, that the creditor assumes its liabilities according to the provisions of law or for any reason as incurred 1 year before the application for bankruptcy is filed;

(3)Where a debtor of the debtor learns that the debtor is incapable of paying off its debtd or is in the process of applying for bankruptcy, and therefore obtains the creditor's right from the debtor, except where the debtor's debtor obtains the creditor's right according to law or for any reason as incurred 1 year before the application for bankruptcy.

Chapter V Bankrupt Expenses and Community Liabilities

Article 41 The following expenses that occur after the people's court accepts an application for bankruptcy are bankrupt expenses:

(1)Costs of action on bankruptcy cases;

(2)Expenses for the administration, conversion and distribution of the debtor's assets; and

(3)Expenses for the bankruptcy administrator's performance of its functions and duties, for its remunerations and expenses for the recruitment of employees.

Article 42 The following liabilities that occur after the people's court accepts an application for bankruptcy are community liabilities:

(1)The liabilities as generated from a contract, the performance of which both parties concerned fail to fulfill upon the request of performance raised by the bankruptcy administrator or debtor against the opposite party;

(2)The liabilities as generated from the negotiorum gestio of the debtor's assets;

(3)The liabilities as generated from the ill-gotten gains;

(4)The labor cost for the continuance of business operations, social insurance premiums as well as other liabilities as incurred therefrom;

(5)The liabilities as generated from the damage that occurs in the performance of functions and duties by a bankruptcy administrator or other relevant personnel; and

(6)The liabilities as generated from any damage due to the debtor's assets.

Article 43 The bankrupt expenses and community liabilities shall be cleared off through the debtor's assets at any time.

Where the debtor's assets are not enough to clear off all the bankrupt expenses and community liabilities, the bankrupt expenses shall be paid off in priority.

Where the debtor's assets are not enough to clear off the bankrupt expenses or community liabilities, the liquidation shall be conducted pro rata.

Where the debtor's assets are not enough to clear off the bankrupt expenses, the relevant bankruptcy administrator shall apply with the people's court for concluding the procedures for bankruptcy. The people's court shall, with 15 days as of the day when an application is received, decide whether to conclude the procedures for bankruptcy and announce its decision as well.

Chapter VI Declaration of the Creditor's Right

Article 44 A creditor that enjoys the creditor's right against its debtor when the people's court accepts an application for bankruptcy may exercise its right according to the procedures as prescribed herein.

Article 45 The people's court shall, after accepting an application for bankruptcy, decide the term for a creditor to its creditor's right. The term for declaration of the creditor's right shall be calculated as of the day when the people's court announces its acceptance of an application for bankruptcy within a range of no less than 30 days and no more than 3 months.

Article 46 Any undue creditor's right shall be deemed as due when the relevant application for bankruptcy is accepted.
The calculation of the interest of any creditor's right shall be stopped when the relevant application for bankruptcy is accepted.

Article 47 As to any creditor's right attached with certain conditions or time limit or any creditor's right that fails to be settled through an action or arbitration, the relevant creditor may it with the people's court.

Article 48 A debtor shall, within the term for declaration of the creditor's right as decided by the people's court, its creditor's right.
The wages, subsidies for medical treatment and disability, comfort and compensatory funds as defaulted by a debtor, the fundamental old-age insurance premiums, fundamental medical insurance premiums that shall have been transferred into the employees' personal accounts as well as the compensation for the employees as prescribed by the relevant laws and administrative regulations are not required to be d, for which the relevant bankruptcy administrator shall produce a corresponding checklist upon investigation and make an announcement as well. Where any employee has any different opinion to the relevant checklist, he may request the bankruptcy administrator to make correction. Where a bankruptcy administrator fails to correct it, the relevant employee may file an action with the people's court.

Article 49 Where a creditor s its creditor's right, it shall make a written statement on the amount of the creditor's right and on whether there is any property guaranty and submit the relevant evidences as well. In the case of any joint and several creditor's right, an explanation shall be given.

Article 50 The joint and several creditors may choose one from among them to their creditor's right or may jointly the creditor's right together.

Article 51 Where the guarantor of a debtor or any other related joint and several

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12742

debtor has cleared off the liabilities on behalf of the debtor, it may its creditor's right on the basis of its right to recourse against the debtor.
Where the guarantor of a debtor or any other related joint and several debtor has not yet paid off the debts on behalf of the debtor, it may claim its creditor's right on the basis of its future right to recourse against the debtor, unless the creditors have d all the creditor's right against the relevant bankruptcy administrator.

Article 52 Where several joint and several debtors are ruled to be governed by the procedures as prescribed in the present Law, the creditors thereof have the right to their creditors' rights as a whole in each bankruptcy case respectively.

Article 53 Where a bankruptcy administrator or creditor rescinds a contract according to the provisions of the present Law, the opposite party concerned may its creditor's right on the basis of the right to compensation for the damage as generated therefrom.

Article 54 Where a debtor is the entrusting party of an entrustment contract which has been ruled to be governed by the procedures as prescribed in the present Law and if the entrusted party has no knowledge of the aforesaid facts and continues to deal with the entrusted business, the entrusted party may its creditor's right on the basis of the right of claim as generated therefrom.

Article 55 Where a debtor is a producer of instruments which have been ruled to be governed by the procedures as prescribed in the present Law and if the relevant payer of the instruments continues its payment or acceptance, the payer may its creditor's right on the basis of the right of claim as generated therefrom.

Article 56 Within the term for declaration of the creditor's right as decided by the people's court, where a creditor fails to claim its creditor's right, it may make up its declaration before the final distribution of insolvent assets. However, if the relevant distribution has already been conducted, no more declaration may be made. The expenses for examining and confirming the supplementary declaration of the creditor's right shall be borne by the party who has applied for supplementary declaration.
Where a creditor fails to its creditor's right according to the provisions of the present Law, it may not exercise the relevant right according to the procedures prescribed in the present Law.

Article 57 Where a bankruptcy administrator receives the declaration materials of the creditor's right, it shall register them into a book, conduct an examination on the d creditor's right and formulate a form of the creditor's right as well.
The form of the creditor's right and the declaration materials of the creditor's right shall be kept by the relevant bankruptcy administrator for reference by the interested parties.

Article 58 A form of the creditor's right as formulated according to the provisions of Article 57 of the present Law shall be submitted to the first creditors' meeting for examination.
Where the relevant debtors and creditors have no different opinion to the form of the creditors' right, it shall be ruled by the people's court.
Where any debtor or creditor has any different opinion to a form of the creditors' right, it may file an action with the people's court that has accepted the application for bankruptcy.

Chapter VII The Creditors' Meeting

Section I General Provisions

Article 59 A creditor declaring its creditor's right according to law is a member of the creditors' meeting that has the right to attend the creditors' meeting and enjoy the right to vote.
Any creditor whose creditor's right has not yet been decided is not entitled to exercise any right to vote unless the people's court can temporarily decide the amount of the creditor's right for the sake of exercising the right to vote.
Any creditor that has the right to guaranty on the particular assets of its debtor and that has not given up the priority right to be repaid may not enjoy the right to vote for any matter as prescribed in Item (7) or (10), paragraph 1 of Article 61 of the present Law.
A creditor may entrust its agent to attend the creditors' meeting and exercise the right to vote. Where an agent attends the creditors' meeting, it shall submit a Power of Attorney with the people's court or the chairman of the creditors' meeting.
A creditors' meeting shall be attended by the employees of the relevant debtor as well as the representatives of its work union, who may therefore air their views on the relevant issues.

Article 60 There shall be a chairman of the creditors' meeting, who shall be designated by the people's court from among the creditors with the right to vote.
The chairman of the creditors' meeting shall preside over the creditors' meeting.

Article 61 The creditors' meeting shall exercise the following functions and duties:
(1)Examining the creditor's right;
(2)Applying with the people's court for alteration of the bankruptcy administrators and examining the expenses and remunerations of the bankruptcy administrator;
(3)Supervising the bankruptcy administrator;
(4)Selecting and altering the members of the creditors' meeting;
(5)Deciding to continue or stop the debtor's business operations;
(6)Deciding whether to adopt a revival plan;
(7)Deciding whether to adopt a compromise;
(8)Deciding whether to adopt a management plan of the debtor's assets;
(9)Deciding whether to adopt a conversion plan of the insolvent assets;

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12743

(10)Deciding whether to adopt a distribution plan of the insolvent assets; and
(11)Exercising any other functions and powers that the people's court deems the creditors' meeting shall exercise.
Meeting minutes shall be made for the resolutions made for the matters deliberated at the creditors' meeting.

Article 62 The first creditors' meeting shall be held by the people's court within 15 days as of expiration of the term for declaration of creditor's right.
Subsequent creditors' meetings may be held when the people's court deems it necessary or where the bankruptcy administrator, the creditors' committee, or any creditor representing 1/4 or more of the total creditor's right proposes the chairman of the creditors' meeting to hold one.

Article 63 Where a creditors' meeting is held, the relevant bankruptcy administrator shall notify the already-known creditors 15 days before.

Article 64 A resolution of the creditors' meeting may be adopted only upon the consent of 1/2 or more of the creditors that attend the meeting and have the right to vote, representing 1/2 or more of the aggregate amount of the creditors' right free from property guaranty, unless it is separately prescribed by this Law.
Where any creditor believes that any resolution of the creditors' meeting has violated any law or damaged its interest, it may, within 15 days as of the day when the creditors' meeting makes a resolution, plead the people's court to revoke the resolution and order the creditors' meeting to re-make a resolution according to law.
A resolution as adopted at the creditors' meeting shall be binding on all creditors.

Article 65 Any matter as prescribed in items (8) and (9), paragraph 1, Article 61 of the present Law that has not been adopted at the creditors' meeting shall be ruled by the people's court.
Any matter as prescribed in item (10), paragraph 1, Article 61 of the present Law that has not been adopted after a second voting at the creditors' meeting shall be ruled by the people's court.
As to the ruling as prescribed in the preceding paragraph, the people's court may announce it at the creditors' meeting or separately notify the relevant creditors.

Article 66 Where a creditor is dissatisfied with any ruling made by the people's court according to paragraph 1, Article 65 of the present Law, or where a creditor representing 1/2 or more of the aggregate creditor's right free from property guaranty is dissatisfied with any ruling made by the people's court according to paragraph 2, Article 65 of the present Law, it may apply with the very people's court for review within 15 days as of the day when the ruling is announced or when the relevant notice is received. The ution of the ruling shall not be stopped in the duration of review.

Section II The Creditors' Committee

Article 67 The creditors' meeting may decide to establish the creditors' committee, which shall comprise of the creditor representatives as selected at the creditors' meeting as well as a employee representative of the relevant debtor or a representative of the work union. The members of the creditors' committee shall be no more than 9 persons.
The members of the creditors' committee shall be confirmed by the people's court in written form.

Article 68 The creditors' committee shall perform the following functions and duties:
(1)Supervising the management and disposal of the debtor's assets;
(2)Supervising the distribution of the insolvent assets;
(3)Proposing to hold a creditors' meeting; and
(4)Performing the other functions and duties as entrusted at the creditors' meeting.
Where the creditors' committee performs its functions and duties, it has the right to require the relevant bankruptcy administrator and debtor to give an explanation on any matter within the scope of its functions and duties or provide the relevant documents.
Where the relevant personnel of a bankruptcy administrator or debtor refuse to accept the supervision in violation of the provisions of the present Law, the creditors' committee has the right to plead the court to make a decision on supervision, and the latter shall make a decision thereon within 5 days.

Article 69 Where a bankruptcy administrator conducts any of the following acts, it shall report it to the creditors' committee in a timely manner.
(1)Transfer of the right and interests of such realties as land and houses;
(2)Transfer of such property rights as the right to mine exploitation, mining right and intellectual property right;
(3)Transfer of all the inventory or business operation;
(4)Loans;
(5)Setting of property guaranty;
(6)Transfer of the creditors' right and securities;
(7)Performance of any contract that has not been fully performed by the debtor and the opposite party concerned;
(8)Waiver of the right;
(9)Withdrawal of the pledge; and
(10)Any other property disposal that has an important impact on the creditor's interest.
In the case of no such creditors' committee, a bankruptcy administrator shall, when implementing the aforesaid provisions, report it to the people's court in a timely manner.

Chapter VIII Revival

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 2744
Folio No.

Section I Application for and Period of Revival

Article 70 A debtor or creditor may, according to the provisions of the present Law, apply directly with the people's court for revival against the debtor.
Where any creditor applies for bankrupt liquidation against its debtor, after the people's court accepts the application for bankruptcy and before the debtor is announced bankrupt, the debtor or its capital contributor whose capital contribution makes up 1/10 or more of the debtor's registered capital may apply with the people's court for revival.

Article 71 Where the people's court deems, upon examination, that an application for revival complies with the provisions of the present Law, it shall order the debtor to be revived and announce its decision as well.

Article 72 The period of revival lasts from the day when the people's court rules that a debtor shall conduct revival to the day when the procedures for revival are terminated.

Article 73 In the duration of revival, a debtor may, upon filing an application and obtaining an approval from the people's court, manage its assets and business operation under the supervision of its bankruptcy administrator.
Under the circumstance as prescribed in the preceding paragraph, a bankruptcy administrator that has taken over the assets and business operation shall deliver the assets and business operation to the debtor according to the provisions of the present Law, and the bankruptcy administrator's functions and duties as prescribed herein shall be exercised by the debtor.

Article 74 A bankruptcy administrator that takes charge of assets and business operations may employ the business managers of the debtor to take care of the business operations.

Article 75 In the duration of revival, the right to guaranty on the particular assets of a debtor shall be suspended. However, in the case of possible damage or significant depreciation of value, which may injure the guarantor's right, the guarantor may apply with the people's court for recovering the right to guaranty.
In the period of revival, a debtor or bankruptcy administrator that borrows money for business carry-on may set a guaranty on the loan.

Article 76 Where a debtor legally occupies any other's property and if the owner of the property right requests to take back the property, it shall meet the requirements as stipulated in advance.

Article 77 During the period of revival, no capital contributor of a debtor may request

for distribution of any investment proceeds.
During the period of revival, no director, supervisor or senior manager of a debtor may transfer the equity it has held to a third party, unless the people's court approves it.

Article 78 In the duration of revival, under any of the following circumstances, the people's court shall, upon the request of a bankruptcy administrator or any interested party, rule to terminate the procedures for revival and announce the relevant debtor bankrupt:
(1)Where the business operation or financial status of a debtor goes worse off and cannot be remediedin any way;
(2)Where a debtor has any act of cheating or maliciously deducting its assets or has any act obviously against its creditors; or
(3)Where the act of a debtor makes its bankruptcy administrator unable to perform its duties and functions.

Section II Formulation and Approval of a Revival Plan

Article 79 A debtor or bankruptcy administrator may, within 6 months as of the day when the people's court approves its revival, submit a draft of the revival plan to the people's court and the creditors' meeting.
Where the term as prescribed in the preceding paragraph expires, the people's court may, upon request of any debtor or the bankruptcy administrator, and on a justifiable ground, rule an extension of 3 months.
Where a debtor or bankruptcy administrator fails to submit a draft of the revival plan according to the schedule, the people's court shall rule to terminate the procedures for revival and announce the debtor bankrupt.

Article 80 Where a debtor manages its own assets and business operations, it shall formulate a draft of revival plan.
Where a bankruptcy administrator takes charge of the assets and business operations of a debtor, it shall formulate a draft of revival plan.

Article 81 A draft of revival plan shall include the following contents:
(1)A business plan of a debtor;
(2)Classification of the creditor's right;
(3)An adjustment plan of the creditor's right;
(4)A repayment plan of the creditor's right;
(5)Term for implementing the revival plan;
(6)Term for supervising the performance of the revival plan; and
(7)Any other plan conducive to the debtor's revival.

Article 82 Where the relevant creditors who have the following creditor's rights attend the creditor's meeting to discuss a draft of revival plan, they shall be grouped

DIRECCIÓN DE COMERCIO EXTERIOR 240 217
Versión Pública: 12745 -
Folio No.

according to the following creditor's rights so as to vote a draft of revival plan:
(1)The creditor's right with guaranty on the debtor's particular assets;
(2)The wages, subsidies for medical treatment and disability and comfort and compensatory funds as defaulted by the debtor, the fundamental old-age insurance premiums, fundamental medical insurance premiums that shall have been transferred into the individual accounts of employers as well as the compensation for the employees as prescribed by the relevant laws and administrative regulations;
(3)The taxes as defaulted by the debtor; and
(4)The common creditor's right.
The people's court shall, when it so requires, decide to set a group of the small-amount creditor's right in the group of the common creditor's right so as to vote a draft of revival plan.

Article 83 A revival plan shall not cover any stipulation on the exemption of the social insurance premium as defaulted by a debtor other than what is prescribed in item (2), paragraph 1, Article 82 of the present Law. The creditor of social insurance premiums shall not attend the voting of a draft of revival plan.

Article 84 The people's court shall, within 30 days as of the day when a draft of revival plan is received, hold a creditor's meeting so as to vote the draft.
Where 1/2 or more of the creditors in a same voting group at the creditors' meeting agree to a draft of revival plan, representing 2/3 or more of the total amount of the creditor's right, it shall be deemed as an adoption of the draft of revival plan.
The relevant creditors or bankruptcy administrator shall give an explanation to the draft of the revival plan and answer the relevant inquiries at the creditors' meeting.

Article 85 The representatives of capital contributors of a debtor may attend the creditor's meeting to discuss a draft of revival plan.
Where a draft of revival plan involves the adjustment of the right and interest of capital contributors, a group of capital contributors shall be formed to vote this issue.

Article 86 Where all the voting groups agree to a draft of revival plan, it shall be deemed that the plan is adopted.
Within 10 days as of the day when a revival plan is adopted, a creditor or bankruptcy administrator shall file an application with the people's court for approving the revival plan. Where the people's court deems, upon examination, that the application complies with the present Law, it shall, within 30 days as of the day when the application is received, grant an approval, terminate the relevant procedures for revival and announce it as well.

Article 87 Where some voting groups do not agree to a draft of revival plan, the relevant debtor or bankruptcy administrator may negotiate with the aforesaid voting groups. The latter may vote for one more times upon negotiation. The result of negotiation shall not damage the interest of any other voting group.

Where a voting group that does not agree to a draft of revival plan refuses to re-vote or disagrees with the draft of revival plan upon re-voting yet if the draft of revival plan meets the following requirements, the relevant debtor or bankruptcy administrator may apply with the people's court for approving the draft of revival plan.

(1)Where, according to a draft of revival plan, the creditor's right as prescribed in item (1), paragraph 1, Article 82 of the present Law shall be cleared off by means of the particular assets and the losses as incurred from postponed payment shall be compensated for in a fair manner, given that the right to guaranty has not been materially damaged, or the relevant voting groups have adopted the draft of revival plan;

(2)Where, according to the draft of revival plan, the creditor's right as prescribed in items (2) and (3) of paragraph 1, Article 82 of the present Law shall be cleared off, or the relevant voting groups have adopted the draft of revival plan;

(3)Where, according to the draft of revival plan, the repayment proportion of the common creditor's right shall not be any lower than that as set in the procedures for bankrupt liquidation when the draft of revival plan is submitted for approval, or the relevant contributor group has adopted the draft of revival plan;

(4)Where the draft of revival plan can bring a fair and justifiable adjustment to the rights and interests of capital contributors, or the contributor group has adopted the draft of revival plan;

(5)Where the draft of revival plan treats the members of a same voting group fairly and the liquidation order of the creditor's right does not violate the provisions of Article 113 of the present Law;

(6)Where the debtor's business plan is feasible.

Where the people's court deems that the draft of revival plan complies with the provisions of the preceding paragraph, it shall, within 30 days as of the day when an application is received, approve it, terminate the procedures for revival and announce it.

Article 88 Where a draft of revival plan fails to be adopted and fails to be approved according to the provisions of Article 87 of the present Law, or where an adopted draft of revival plan fails to be approved, the people's court shall rule to terminate the procedures for revival and announce the debtor bankrupt.

Section III Implementation of a Revival Plan

Article 89 A revival plan shall be implemented under the debtor's charge.

Where the people's court decides to approve a revival plan, the bankruptcy administrator that has taken over the assets and business operation shall transfer the assets and business operation to the debtor.

Article 90 As of the day when the people's court decides to approve a revival plan and within the term for supervision as prescribed by the revival plan, the relevant

DIRECCIÓN DE COMERCIO EXTERIOR 247 248
Versión Pública:
Folio No. 12946

bankruptcy administrator shall supervise the implementation thereof.
Within the term for supervision, a debtor shall report the implementation of its revival plan as well as its financial status to the relevant bankruptcy administrator.

Article 91 Upon expiration of the term for supervision, a bankruptcy administrator shall submit a supervision report to the people's court. As of the day when a supervision report is submitted, a bankruptcy administrator's functions and duties shall be terminated.
Where a bankruptcy administrator submits a supervision report with the people's court, any interested party to the revival plan has the right to consult therewith.
Upon application by a bankruptcy administrator, the people's court may decide to extend the term for supervision over the implementation of a revival plan.

Article 92 A revival plan as approved by the people's court has binding force on the debtor and all the creditors.
Where a creditor fails to its creditor's right according to the provisions of the present law, it shall not exercise any right when a revival plan is implemented. When the implementation of a revival plan is concluded, the relevant creditor may exercise its right according to the requirements for liquidation of identical creditor's right as prescribed in the revival plan.
The right of a creditor against the guarantor of its debtor as well as all the joint and several debtors shall not be affected by a revival plan.

Article 93 Where a debtor fails to or refuses to implement a revival plan, the people's court may, upon request of the relevant bankruptcy administrator or interested party, terminate the implementation of the revival plan and announce the debtor bankrupt.
Where the people's court decides to terminate the implementation of a revival plan, the commitment of the relevant creditor on the adjustment of the creditor's right in the revival plan shall be invalidated. The liquidation for the relevant creditor when the revival plan is implemented remains effective and the creditor's right that has not been repaid shall be regarded as the credit of bankruptcy.
The creditor as prescribed in the preceding paragraph may, only when the other creditors in the sequential order of the liquidation are repaid at a same proportion, continue to join the distribution.
Under any circumstance as prescribed in paragraph 1 of this Article, any guaranty set for the implementation of a revival plan shall continue to be effective.

Article 94 As to the liabilities that is exempted according to a revival plan, the relevant debtor is not required to make repayment therefor upon conclusion of the revival plan.

Chapter IX Compromise

Article 95 A debtor may, according to the provisions of the present Law, apply for

compromise with the people's court; or may, after the people's court accepts its application for bankruptcy and before it is announced bankrupt, apply with the people's court for compromise.
Where the debtor applies for reconciliation, it shall put forwards a draft of the conciliation agreement.

Article 96 Where the people's court deems upon examination that an application for compromise complies with the provisions of the present Law, it shall rule on a compromise, announce it and hold a creditors' meeting so as to discuss the draft of a composition deed.
A holder of the right to guaranty on the debtor's particular assets may exercise its right as of the day when the people's court rules on a compromise.

Article 97 The adoption of a resolution of a composition deed at the creditors' meeting shall be based on the consent of 1/2 or more of the creditors with the right to vote who attend the meeting, representing 2/3 or more of the total credit amount free from property guaranty.

Article 98 Where a composition deed is adopted at the creditors' meeting, the people's court shall decide whether to confirm it, terminate the procedures for compromise and announce it. The relevant bankruptcy administrator shall transfer the assets and business operation to the debtor and submit a report on the performance of its functions and duties to the people's court.

Article 99 Where the draft of a composition deed fails to be adopted at the creditors' meeting or a composition deed that has been adopted at the creditors' meeting fails to be confirmed by the people's court, the people's court shall rule to terminate the procedures for compromise and announce the debtor bankrupt.

Article 100 A composition deed that has been confirmed by the people's court shall have a binding force on the debtor and all the creditors in the composition.
The term "creditor in the composition" refers to a party that enjoys the creditor's right free from property guaranty against its debtor when the people's court accepts the relevant application for bankruptcy.
Where any creditor in the composition fails to its creditor's right according to the provisions of the present Law, it may not exercise its right during the period when the composition deed is conducted. After the implementation of a composition deed is concluded, it may exercise its right according to the requirements for repayment as prescribed by the composition deed.

Article 101 The right as enjoyed by the creditor in the composition against the guarantor of its debtor and other joint and several debtors shall not be affected by any composition deed.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12747

Article 102 A debtor shall pay off its debts according to the conditions as prescribed in the relevant composition deed.

Article 103 As to any composition deed that is established by fraud or based on any illegal act of a debtor, the people's court shall rule it as ineffective and announce the debtor bankrupt.
Under any of the aforesaid circumstances, the repayment that a creditor in the composition gets when the composition deed is performed shall not be returned at the same proportion as the other creditors.

Article 104 Where a debtor is unable or fails to implement a composition deed, the people's court shall, upon request of the creditor in the composition, rule to terminate the implementation of the composition deed, and announce the debtor bankrupt.
Where the people's court terminates the implementation of a composition deed, the commitment as made by the creditor in the composition on the adjustment of the creditor's right shall be invalidated. The repayment made to the creditor in the composition when the composition deed is implemented shall still be effective and the creditor's right in the composition that has not been repaid shall be the credit of bankruptcy.
The creditor as prescribed in the preceding paragraph may, only when sharing the repayment at a same proportion as the other creditors, continue to join the distribution.
Under the circumstance as prescribed in paragraph 1 of this Article, the guaranty set on the implementation of a composition deed shall remain effective.

Article 105 After the people's court accepts an application for bankruptcy, if the relevant debtor and all the creditors conclude an agreement on settlement of credits and debts by themselves, they may request the court to confirm it and terminate the procedures for bankruptcy.

Article 106 As to the liabilities that has been exempted according to a composition deed, the relevant debtor may, as of the day when the composition deed is concluded, not bear the liabilities of compensation.

Chapter X Bankrupt Liquidation

Section I Announcement of Bankruptcy

Article 107 Where the people's court announces a debtor bankrupt according to the provisions of the present Law, it shall, within 5 days as of the day when the decision is made, serve it on the relevant debtor and bankruptcy administrator, and shall, within 10 days as of the day when the decision is made, notify the already-known creditors and announce it as well.
Where a debtor is announced bankrupt, the debtor is named as the bankrupt and the

debtor's assets are taken as the insolvent assets. The creditor's right against the debtor when the people's court accepts an application for bankruptcy is the credit of bankruptcy.

Article 108 Before any bankruptcy is announced, under any of the following circumstances, the people's court shall decide to terminate the procedures for bankruptcy and announce it as well:
(1)Where a third party provides any full-amount guaranty to or pays off all the debts as due for the debtor; or
(2)Where the debtor has paid off all the due debts.

Article 109 An owner of the right to guaranty on the particular assets of the bankrupt may enjoy the priority right to be repaid by means of the particular assets.

Article 110 Where a creditor that enjoys the right as prescribed in the provisions of Article 109 of the present Law exercises the priority right to be repaid, the un-repaid creditor's right shall be the common creditor's right. Where the priority right to be repaid is given up, the creditor's right shall be taken as the common creditor's right.

Section II Conversion and Distribution

Article 111 A bankruptcy administrator shall draft a conversion plan of insolvent assets and submit it to the creditor's meeting for discussion.
A bankruptcy administrator shall, according to the conversion plan of insolvent assets that has been adopted at the creditor's meeting or that has been confirmed by the people's court according to the provisions of paragraph 1, Article 65 of the present Law, sell the insolvent assets by means of conversion at a proper time.

Article 112 A sale of insolvent assets by means of conversion shall be conducted through auction, unless there is any other resolution at the creditor's meeting.
An insolvent enterprise may be wholly or partially sold by means of conversion. Where an enterprise is sold by means of conversion, the intangible assets and other assets thereof may be solely sold by means of conversion.
As to the assets that shall not be auctioned or whose transfer is restricted, it shall be handled through the method as prescribed by the state.

Article 113 The insolvent assets shall, after the costs for bankruptcy proceedings and community liabilities are repaid in priority, be liquidated according to the following sequence:
(1)The wages and subsidies for medial treatment and disability, comfort and compensatory expenses as defaulted by the bankrupt, the fundamental old-age insurance premiums, fundamental medical insurance premiums that shall have been transferred to the employees' personal account as well as the compensation for employees as prescribed by the relevant laws and administrative regulations;

(2)The social insurance premiums and tax fees as defaulted by the bankrupt other than those as prescribed by the aforesaid provisions; and
(3)The common credit of bankruptcy.
Where the insolvent assets are not enough to satisfy the requirements for liquidation in a same sequence, it shall be distributed according to the proportion.
The wages of the directors, supervisors as well as senior managers of an insolvent enterprise shall be calculated in light of the average wage of employees.

Article 114 The insolvent assets shall be subject to monetary distribution, unless it is separately decided at the creditors' meeting.

Article115 A bankruptcy administrator shall formulate a distribution plan of insolvent assets in a timely manner, and submit it to the creditor's meeting for discussion:
A distribution plan of insolvent assets shall indicate the following matters:
(1) Names and domiciles of the creditors that attend the distribution of insolvent assets;
(2) The amount of the creditor's right that is involved in the distribution of insolvent assets;
(3) The amount of insolvent assets as ready for distribution;
(4) The sequence, proportion and amount of insolvent assets subject to distribution; and
(5) The measures for distributing insolvent assets.
After a distribution plan of insolvent assets is adopted at the creditors' meeting, the relevant bankruptcy administrator shall submit the plan to the people's court for confirmation.

Article 116 A distribution plan of insolvent assets shall, upon confirmation of the people's court, be uted by the relevant bankruptcy administrator.
Where a bankruptcy administrator implements a distribution in installments according to a distribution plan of insolvent assets, it shall announce the amount of assets and the creditor's right in the distribution. Where a bankruptcy administrator implements a conclusive distribution in a lump sum, it shall be indicated in the announcement, wherein the matters as prescribed in paragraph 2, Article 117 of the present Law shall be indicated as well.

Article 117 As to any creditor's right subject to the requirement for effectiveness or rescission, a bankruptcy administrator shall preserve the distribution share in advance.
As to the distribution share as preserved by the bankruptcy administrator in advance in the preceding paragraph, on the announcement day of the conclusive distribution, where the requirement for effectiveness is not satisfied or the requirement for rescission is satisfied, it shall be distributed to the other creditors; on the announcement day of the conclusive distribution, where the requirement for effectiveness is satisfied or the requirement for rescission is not satisfied, it shall be delivered to the creditors.

Article 118 The distribution shares of the insolvent assets that have not been collected by creditors shall be preserved by the relevant bankruptcy administrator in advance. Where a creditor fails to collect its share within 2 months as of the last day of distribution announcement, it shall be deemed as a waiver of the right to collect the distribution share. The bankruptcy administrator or the people's court shall distribute the preserved distribution share to other creditors.

Article 119 Where the insolvent assets are distributed, as to any creditor's right that has not been settled by action or arbitration, a bankruptcy administrator shall preserve the distribution share in advance. Where any distribution share fails to be collected within 2 years as of the day when the procedures for bankruptcy are concluded, the people's court shall distribute the preserved distribution share to other creditors.

Section III Conclusion of the Procedures for Bankruptcy

Article 120 In the case of no asset for the bankrupt to distribute, the relevant bankruptcy administrator shall request the people's court to terminate the procedures for bankruptcy.

A bankruptcy administrator shall, upon conclusion of a conclusive distribution, report to the people's court a report on the distribution of insolvent assets in a timely manner and request the people's court to terminate the procedures for bankruptcy.

The people's court shall, within 15 days as of the day when a request of a bankruptcy administrator to conclude the procedures for bankruptcy is received, make a decision on whether to conclude the procedures. Any decision on concluding the procedures shall be announced.

Article 121 A bankruptcy administrator shall, within 10 days as of the day when the procedures for bankruptcy are concluded, handle the formalities for write-off in the organ as originally in charge of the registration of the bankrupt upon the strength of the decision of the people's court on concluding the procedures for bankruptcy.

Article122 A bankruptcy administrator shall terminate the performance of its functions and duties on the following day after it completes the formalities for the registration of write-off, unless the relevant action or arbitration has not been concluded.

Article 123 Within 2 years as of the day when the procedures for bankruptcy are concluded according to the provisions of paragraph 4, Article 43 or Article 120 of the present Law, under any of the following circumstances, a creditor may request the people's court to make an additional distribution according to the distribution plan of insolvent assets:

(1)Where the relevant assets shall be recovered according to the provisions of Article 31, 32, 33 or 36 of the present Law; and

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12749

(2)Where the bankrupt has any other asset that shall have been distributed.
Under any of the following circumstances as prescribed in the preceding paragraph, yet where the amount of assets are not enough to meet the expenses for distribution, no additional distribution may be held and the relevant assets shall be turned over by the people's court into the state treasury.

Article 124 The guarantor and other joint and several debtors of the bankrupt shall, upon conclusion of the procedures for bankruptcy, bear the joint and several liabilities of repayment of the creditor's right that has not been repaid according to the procedures for bankrupt liquidation and according to law.

Chapter XI Legal Liabilities

Article 125 Where a director, supervisor or senior manager violates his obligations of being honest and diligent and thus leads to enterprise bankruptcy, he shall be subject to the relevant civil liabilities according to law.
No person under any circumstance as prescribed in the preceding paragraph may, within 3 years as of the day when the procedures for bankruptcy are concluded, assume the post of director, supervisor or senior manager of any enterprise.

Article 126 For any staff member of a debtor who is obligated to attend the creditor's meeting yet fails to do so upon summon of the people's court without any justifiable reason, the people's court may summon him by force and impose upon him a fine according to law. Where any staff member of a debtor violates the provisions of the present Law by refusing to illustrate or answer, or producing any false statement or answer, the people's court may impose upon him a fine according to law.

Article 127 Where a debtor violates the provisions of the present Law by refusing to submit any required material to the people's court or submit thereto any fraud statement on financial status, checklist of debts, checklist of the creditor's right, financial statement or payment statement of its employees' wages or social insurance premiums, the people's court may impose a fine upon the directly liable person according to law.
Where any debtor violates the provisions of the present Law by refusing to transfer its assets, seals or such materials as book accounts and documents, or fabricating or destroying the relevant materials of financial evidences, thereby making its financial status ambiguous, the people's court may impose a fine upon the directly liable person according to law.

Article 128 Where a debtor has any act as prescribed in Article 31, 32 or 33 by damaging the interest of its creditors, the legal representative of the debtor or any other directly liable person shall be subject to the liabilities of compensation according to law.

Article 129 Where any staff member of a debtor violates the provisions of the present Law by unlawfully leaving his domicile, the people's court can give an admonition or detainment, and may impose a fine upon him concurrently according to law.

Article 130 Where a bankruptcy administrator fails to perform its functions and duties in a diligent and faithful manner according to the provisions of the present Law, the people's court can impose upon it a fine according to law. Where any loss is incurred to a creditor, a debtor or a third party, the bankruptcy administrator shall be subject to the liabilities of compensation according to law.

Article 131 Any entity that violates the provisions of the present Law and thus constitutes a crime shall be subject to criminal liabilities according to law.

Chapter XII Supplementary Provisions

Article 132 After the present Law is implemented, as to the defaulted wages and subsidies for medical treatment and disability, comfort and compensatory expenses, the fundamental old-age insurance premiums and fundamental medical insurance premiums that shall have transferred into the individual accounts of employees as well as the compensation for the employees as prescribed by the relevant laws and administrative regulations, where the assets are not enough for repayment upon liquidation according to the provisions of Article 113 of the present Law, the particular assets as prescribed in Article 109 of the present Law shall be liquidated prior to the repayment for the owner of the right to guaranty on the particular assets.

Article 133 Any special matter in the bankruptcy of a state-owned enterprise within the term and scope as prescribed by the State Council before the present Law comes into force shall be handled according to the relevant provision of the State Council.

Article 134 Where such financial institutions as a commercial bank, securities company or insurance company is under any of the following circumstances as prescribed in Article 2 of the present Law, the financial supervision organ under the State Council shall file an application with the people's court for revival or bankruptcy liquidation of the financial institution. Where the financial supervision organ under the State Council adopts, according to law, such measures as take-over and custody to a financial institutions carrying major business risks, it may apply with the people's court for suspending the procedures for civil action or ution, wherein the said financial institution is the defendant or party against whom a judgment or order is being uted.

Where a financial institution is under bankruptcy, the State Council may, according to the present Law and other relevant laws, formulate the corresponding measures for implementation.

Article 135 The liquidation of the organizations other than enterprise legal persons as prescribed by law, which falls within the category of bankrupt liquidation, shall be governed by the procedures as prescribed by the present Law.

Article 136 The present Law shall come into force as of June 1, 2007. The Law of the People's Republic of China on Enterprise Bankruptcy (for Trial Implementation) shall be simultaneously abolished.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12750

中华人民共和国主席令
（第54号）

（相关资料：法律6篇 行政法规3篇 部门规章4篇 司法解释13篇 其他规范性文件8篇 地方法规45篇 裁判文书23篇 条文释义 相关论文109篇）

《中华人民共和国企业破产法》已由中华人民共和国第十届全国人民代表大会常务委员会第二十三次会议于２００６年8月２７日通过，现予公布，自2007年6月1日起施行。

中华人民共和国主席　胡锦涛
2006年8月27日

中华人民共和国企业破产法

（2006年8月27日第十届全国人民代表大会常务委员会第二十三次会议通过）

目　　录

第一章　总则
第二章　申请和受理
第一节　申请
第二节　受理
第三章　管理人
第四章　债务人财产
第五章　破产费用和共益债务
第六章　债权申报
第七章　债权人会议
第一节　一般规定
第二节　债权人委员会
第八章　重整
第一节　重整申请和重整期间
第二节　重整计划的制定和批准
第三节　重整计划的执行
第九章　和解
第十章　破产清算
第一节　破产宣告
第二节　变价和分配
第三节　破产程序的终结
第十一章　法律责任
第十二章　附则

第一章　总则

第一条 为规范企业破产程序，公平清理债权债务，保护债权人和债务人的合法权益，维护社会主义市场经济秩序，制定本法。
（相关资料：条文释义）

第二条 企业法人不能清偿到期债务，并且资产不足以清偿全部债务或者明显缺乏清偿能力的，依照本法规定清理债务。

企业法人有前款规定情形，或者有明显丧失清偿能力可能的，可以依照本法规定进行重整。
（相关资料：法律1篇 行政法规1篇 裁判文书4篇 条文释义 相关论文2篇）

第三条 破产案件由债务人住所地人民法院管辖。
（相关资料：条文释义 相关论文1篇）

第四条 破产案件审理程序，本法没有规定的，适用民事诉讼法的有关规定。
（相关资料：条文释义）

第五条 依照本法开始的破产程序，对债务人在中华人民共和国领域外的财产发生效力。

对外国法院作出的发生法律效力的破产案件的判决、裁定，涉及债务人在中华人民共和国领域内的财产，申请或者请求人民法院承认和执行的，人民法院依照中华人民共和国缔结或者参加的国际条约，或者按照互惠原则进行审查，认为不违反中华人民共和国法律的基本原则，不损害国家主权、安全和社会公共利益，不损害中华人民共和国领域内债权人的合法权益的，裁定承认和执行。
（相关资料：条文释义）

第六条 人民法院审理破产案件，应当依法保障企业职工的合法权益，依法追究破产企业经营管理人员的法律责任。（相关资料：条文释义）

第二章 申请和受理

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12751
Folio No.

第一节 申请

第七条 债务人有本法第二条规定的情形，可以向人民法院提出重整、和解或者破产清算申请。

债务人不能清偿到期债务，债权人可以向人民法院提出对债务人进行重整或者破产清算的申请。

企业法人已解散但未清算或者未清算完毕，资产不足以清偿债务的，依法负有清算责任的人应当向人民法院申请破产清算。
（相关资料：裁判文书2篇 条文释义 相关论文1篇）

第八条 向人民法院提出破产申请，应当提交破产申请书和有关证据。

破产申请书应当载明下列事项：

（一）申请人、被申请人的基本情况；

（二）申请目的；

（三）申请的事实和理由；

（四）人民法院认为应当载明的其他事项。

债务人提出申请的，还应当向人民法院提交财产状况说明、债务清册、债权清册、有关财务会计报告、职工安置预案以及职工工资的支付和社会保险费用的缴纳情况。
（相关资料：地方法规2篇 裁判文书2篇 条文释义）

第九条 人民法院受理破产申请前，申请人可以请求撤回申请。（相关资料：条文释义 相关论文1篇）

第二节 受理

第十条 债权人提出破产申请的，人民法院应当自收到申请之日起五日内通知债务人。债务人对申请有异议的，应当自收到人民法院的通知之日起七日内向人民法院提出。人民法院应当自异议期满之日起十日内裁定是否受理。

除前款规定的情形外，人民法院应当自收到破产申请之日起十五日内裁定是否受理。

有特殊情况需要延长前两款规定的裁定受理期限的，经上一级人民法院批准，可以延长十五日。

（相关资料：裁判文书1篇 条文释义）

第十一条 人民法院受理破产申请的，应当自裁定作出之日起五日内送达申请人。

债权人提出申请的，人民法院应当自裁定作出之日起五日内送达债务人。债务人应当自裁定送达之日起十五日内，向人民法院提交财产状况说明、债务清册、债权清册、有关财务会计报告以及职工工资的支付和社会保险费用的缴纳情况。

（相关资料：司法解释1篇 条文释义）

第十二条 人民法院裁定不受理破产申请的，应当自裁定作出之日起五日内送达申请人并说明理由。申请人对裁定不服的，可以自裁定送达之日起十日内向上一级人民法院提起上诉。

人民法院受理破产申请后至破产宣告前，经审查发现债务人不符合本法第二条规定情形的，可以裁定驳回申请。申请人对裁定不服的，可以自裁定送达之日起十日内向上一级人民法院提起上诉。

（相关资料：裁判文书1篇 条文释义）

第十三条 人民法院裁定受理破产申请的，应当同时指定管理人。

（相关资料：条文释义 相关论文1篇）

第十四条 人民法院应当自裁定受理破产申请之日起二十五日内通知已知债权人，并予以公告。

通知和公告应当载明下列事项：

（一）申请人、被申请人的名称或者姓名；

（二）人民法院受理破产申请的时间；

（三）申报债权的期限、地点和注意事项；

（四）管理人的名称或者姓名及其处理事务的地址；

（五）债务人的债务人或者财产持有人应当向管理人清偿债务或者交付财产的要求；

（六）第一次债权人会议召开的时间和地点；

（七）人民法院认为应当通知和公告的其他事项。

（相关资料：条文释义）

第十五条 自人民法院受理破产申请的裁定送达债务人之日起至破产程序终结之日，债务人的有关人员承担下列义务：

（一）妥善保管其占有和管理的财产、印章和账簿、文书等资料；

（二）根据人民法院、管理人的要求进行工作，并如实回答询问；

（三）列席债权人会议并如实回答债权人的询问；

（四）未经人民法院许可，不得离开住所地；

（五）不得新任其他企业的董事、监事、高级管理人员。

前款所称有关人员，是指企业的法定代表人；经人民法院决定，可以包括企业的财务管理人员和其他经营管理人员。

（相关资料：条文释义）

第十六条 人民法院受理破产申请后，债务人对个别债权人的债务清偿无效。

（相关资料：条文释义 相关论文2篇）

第十七条 人民法院受理破产申请后，债务人的债务人或者财产持有人应当向管理人清偿债务或者交付财产。

债务人的债务人或者财产持有人故意违反前款规定向债务人清偿债务或者交付财产，使债权人受到损失的，不免除其清偿债务或者交付财产的义务。

（相关资料：裁判文书1篇 条文释义 相关论文4篇）

第十八条 人民法院受理破产申请后，管理人对破产申请受理前成立而债务人和对方当事人均未履行完毕的合同有权决定解除或者继续履行，并通知对方当事人。管理人自破产申请受理之日起二个月内未通知对方当事人，或者自收到对方当事人催告之日起三十日内未答复的，视为解除合同。

管理人决定继续履行合同的，对方当事人应当履行；但是，对方当事人有权要求管理人提供担保。管理人不提供担保的，视为解除合同。

（相关资料：司法解释1篇 条文释义 相关论文1篇）

第十九条 人民法院受理破产申请后，有关债务人财产的保全措施应当解除，执行程序应当中止。

（相关资料：司法解释1篇 条文释义 相关论文6篇）

第二十条 人民法院受理破产申请后，已经开始而尚未终结的有关债务人的民事诉讼或者仲裁应当中止；在管理人接管债务人的财产后，该诉讼或者仲裁继续进行。

（相关资料：司法解释1篇 条文释义 相关论文3篇）

第二十一条 人民法院受理破产申请后，有关债务人的民事诉讼，只能向受理破产申请的人民法院提起。（相关资料：司法解释2篇 其他规范性文件1篇 条文释义 相关论文1篇）

第三章 管理人

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12752

第二十二条 管理人由人民法院指定。

债权人会议认为管理人不能依法、公正执行职务或者有其他不能胜任职务情形的，可以申请人民法院予以更换。

指定管理人和确定管理人报酬的办法，由最高人民法院规定。

（相关资料：司法解释1篇 条文释义 相关论文2篇）

第二十三条 管理人依照本法规定执行职务，向人民法院报告工作，并接受债权人会议和债权人委员会的监督。

管理人应当列席债权人会议，向债权人会议报告职务执行情况，并回答询问。

（相关资料：条文释义）

第二十四条 管理人可以由有关部门、机构的人员组成的清算组或者依法设立的律师事务所、会计师事务所、破产清算事务所等社会中介机构担任。

人民法院根据债务人的实际情况，可以在征询有关社会中介机构的意见后，指定该机构具备相关专业知识并取得执业资格的人员担任管理人。

有下列情形之一的，不得担任管理人：

（一）因故意犯罪受过刑事处罚；

（二）曾被吊销相关专业执业证书；

（三）与本案有利害关系；

（四）人民法院认为不宜担任管理人的其他情形。

个人担任管理人的，应当参加执业责任保险。

（相关资料：司法解释1篇 其他规范性文件1篇 条文释义 相关论文5篇）

第二十五条 管理人履行下列职责：

（一）接管债务人的财产、印章和账簿、文书等资料；

（二）调查债务人财产状况，制作财产状况报告；

（三）决定债务人的内部管理事务；

（四）决定债务人的日常开支和其他必要开支；

（五）在第一次债权人会议召开之前，决定继续或者停止债务人的营业；

（六）管理和处分债务人的财产；

（七）代表债务人参加诉讼、仲裁或者其他法律程序；

（八）提议召开债权人会议；

（九）人民法院认为管理人应当履行的其他职责。

本法对管理人的职责另有规定的，适用其规定。

（相关资料：司法解释1篇 条文释义 相关论文2篇）

第二十六条 在第一次债权人会议召开之前，管理人决定继续或者停止债务人的营业或者有本法第六十九条规定行为之一的，应当经人民法院许可。

（相关资料：条文释义 相关论文1篇）

第二十七条 管理人应当勤勉尽责，忠实执行职务。

（相关资料：条文释义）

第二十八条 管理人经人民法院许可，可以聘用必要的工作人员。

管理人的报酬由人民法院确定。债权人会议对管理人的报酬有异议的，有权向人民法院提出。

（相关资料：条文释义 相关论文2篇）

第二十九条 管理人没有正当理由不得辞去职务。管理人辞去职务应当经人民法院许可。（相关资料：条文释义）

第四章 债务人财产

第三十条 破产申请受理时属于债务人的全部财产，以及破产申请受理后至破产程序终结前债务人取得的财产，为债务人财产。

（相关资料：条文释义 相关论文1篇）

第三十一条 人民法院受理破产申请前一年内，涉及债务人财产的下列行为，管理人有权请求人民法院予以撤销：

（一）无偿转让财产的；

（二）以明显不合理的价格进行交易的；

（三）对没有财产担保的债务提供财产担保的；

（四）对未到期的债务提前清偿的；

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12753

（五）放弃债权的。

（相关资料：条文释义 相关论文5篇）

第三十二条 人民法院受理破产申请前六个月内，债务人有本法第二条第一款规定的情形，仍对个别债权人进行清偿的，管理人有权请求人民法院予以撤销。但是，个别清偿使债务人财产受益的除外。

（相关资料：条文释义 相关论文4篇）

第三十三条 涉及债务人财产的下列行为无效：

（一）为逃避债务而隐匿、转移财产的；

（二）虚构债务或者承认不真实的债务的。

（相关资料：条文释义 相关论文2篇）

第三十四条 因本法第三十一条、第三十二条或者第三十三条规定的行为而取得的债务人的财产，管理人有权追回。

（相关资料：裁判文书1篇 条文释义 相关论文1篇）

第三十五条 人民法院受理破产申请后，债务人的出资人尚未完全履行出资义务的，管理人应当要求该出资人缴纳所认缴的出资，而不受出资期限的限制。

（相关资料：裁判文书1篇 条文释义 相关论文4篇）

第三十六条 债务人的董事、监事和高级管理人员利用职权从企业获取的非正常收入和侵占的企业财产，管理人应当追回。

（相关资料：条文释义）

第三十七条 人民法院受理破产申请后，管理人可以通过清偿债务或者提供为债权人接受的担保，取回质物、留置物。

前款规定的债务清偿或者替代担保，在质物或者留置物的价值低于被担保的债权额时，以该质物或者留置物当时的市场价值为限。

（相关资料：条文释义 相关论文6篇）

第三十八条 人民法院受理破产申请后，债务人占有的不属于债务人的财产，该财产的权利人可以通过管理人取回。但是，本法另有规定的除外。

（相关资料：其他规范性文件1篇 裁判文书3篇 条文释义）

第三十九条 人民法院受理破产申请时，出卖人已将买卖标的物向作为买受人的债务人发运，债务人尚未收到且未付清全部价款的，出卖人可以取回在运途中的标的物。但是，管理人可以支付全部价款，请求出卖人交付标的物。

（相关资料：条文释义）

第四十条 债权人在破产申请受理前对债务人负有债务的，可以向管理人主张抵销。但是，有下列情形之一的，不得抵销：

（一）债务人的债务人在破产申请受理后取得他人对债务人的债权的；

（二）债权人已知债务人有不能清偿到期债务或者破产申请的事实，对债务人负担债务的；但是，债权人因为法律规定或者有破产申请一年前所发生的原因而负担债务的除外；

（三）债务人的债务人已知债务人有不能清偿到期债务或者破产申请的事实，对债务人取得债权的；但是，债务人的债务人因为法律规定或者有破产申请一年前所发生的原因而取得债权的除外。（相关资料：司法解释1篇 条文释义 相关论文1篇）

第五章 破产费用和共益债务

第四十一条 人民法院受理破产申请后发生的下列费用，为破产费用：

（一）破产案件的诉讼费用；

（二）管理、变价和分配债务人财产的费用；

（三）管理人执行职务的费用、报酬和聘用工作人员的费用。

（相关资料：司法解释1篇 条文释义）

第四十二条 人民法院受理破产申请后发生的下列债务，为共益债务：

（一）因管理人或者债务人请求对方当事人履行双方均未履行完毕的合同所产生的债务；

（二）债务人财产受无因管理所产生的债务；

（三）因债务人不当得利所产生的债务；

（四）为债务人继续营业而应支付的劳动报酬和社会保险费用以及由此产生的其他债务；

（五）管理人或者相关人员执行职务致人损害所产生的债务；

（六）债务人财产致人损害所产生的债务。

（相关资料：司法解释1篇 条文释义 相关论文3篇）

第四十三条 破产费用和共益债务由债务人财产随时清偿。

债务人财产不足以清偿所有破产费用和共益债务的，先行清偿破产费用。

债务人财产不足以清偿所有破产费用或者共益债务的，按照比例清偿。

债务人财产不足以清偿破产费用的，管理人应当提请人民法院终结破产程序。人民法院应当自收到请求之日起十五日内裁定终结破产程序，并予以公告。（相关资料：司法解释1篇 裁判文书5篇 条文释义 相关论文2篇）

第六章 债权申报

第四十四条 人民法院受理破产申请时对债务人享有债权的债权人，依照本法规定的程序行使权利。

（相关资料：条文释义）

第四十五条 人民法院受理破产申请后，应当确定债权人申报债权的期限。债权申报期限自人民法院发布受理破产申请公告之日起计算，最短不得少于三十日，最长不得超过三个月。

（相关资料：条文释义）

第四十六条 未到期的债权，在破产申请受理时视为到期。

附利息的债权自破产申请受理时起停止计息。

（相关资料：司法解释1篇 裁判文书1篇 条文释义 相关论文1篇）

第四十七条 附条件、附期限的债权和诉讼、仲裁未决的债权，债权人可以申报。

（相关资料：条文释义）

第四十八条 债权人应当在人民法院确定的债权申报期限内向管理人申报债权。

债务人所欠职工的工资和医疗、伤残补助、抚恤费用，所欠的应当划入职工个人账户的基本养老保险、基本医疗保险费用，以及法律、行政法规规定应当支付给职工的补偿金，不必申报，由管理人调查后列出清单并予以公示。职工对清单记载有异议的，可以要求管理人更正；管理人不予更正的，职工可以向人民法院提起诉讼。

（相关资料：司法解释1篇 条文释义）

DIRECCIÓN DE COMERCIO EXTERIOR 249 226
Versión Pública:
Folio No. 12754

第四十九条 债权人申报债权时，应当书面说明债权的数额和有无财产担保，并提交有关证据。申报的债权是连带债权的，应当说明。
（相关资料：条文释义 相关论文1篇）

第五十条 连带债权人可以由其中一人代表全体连带债权人申报债权，也可以共同申报债权。
（相关资料：条文释义）

第五十一条 债务人的保证人或者其他连带债务人已经代替债务人清偿债务的，以其对债务人的求偿权申报债权。

债务人的保证人或者其他连带债务人尚未代替债务人清偿债务的，以其对债务人的将来求偿权申报债权。但是，债权人已经向管理人申报全部债权的除外。
（相关资料：条文释义 相关论文1篇）

第五十二条 连带债务人数人被裁定适用本法规定的程序的，其债权人有权就全部债权分别在各破产案件中申报债权。
（相关资料：条文释义 相关论文1篇）

第五十三条 管理人或者债务人依照本法规定解除合同的，对方当事人以因合同解除所产生的损害赔偿请求权申报债权。
（相关资料：条文释义 相关论文1篇）

第五十四条 债务人是委托合同的委托人，被裁定适用本法规定的程序，受托人不知该事实，继续处理委托事务的，受托人以由此产生的请求权申报债权。
（相关资料：条文释义）

第五十五条 债务人是票据的出票人，被裁定适用本法规定的程序，该票据的付款人继续付款或者承兑的，付款人以由此产生的请求权申报债权。
（相关资料：条文释义）

第五十六条 在人民法院确定的债权申报期限内，债权人未申报债权的，可以在破产财产最后分配前补充申报；但是，此前已进行的分配，不再对其补充分配。为审查和确认补充申报债权的费用，由补充申报人承担。

债权人未依照本法规定申报债权的，不得依照本法规定的程序行使权利。
（相关资料：司法解释1篇 条文释义 相关论文1篇）

第五十七条 管理人收到债权申报材料后，应当登记造册，对申报的债权进行审查，并编制债权表。

债权表和债权申报材料由管理人保存，供利害关系人查阅。
（相关资料：条文释义 相关论文1篇）

第五十八条 依照本法第五十七条规定编制的债权表，应当提交第一次债权人会议核查。

债务人、债权人对债权表记载的债权无异议的，由人民法院裁定确认。

债务人、债权人对债权表记载的债权有异议的，可以向受理破产申请的人民法院提起诉讼。（相关资料：司法解释1篇 裁判文书2篇 条文释义 相关论文1篇）

第七章 债权人会议

第一节 一般规定

第五十九条 依法申报债权的债权人为债权人会议的成员，有权参加债权人会议，享有表决权。

债权尚未确定的债权人，除人民法院能够为其行使表决权而临时确定债权额的外，不得行使表决权。

对债务人的特定财产享有担保权的债权人，未放弃优先受偿权利的，对于本法第六十一条第一款第七项、第十项规定的事项不享有表决权。

债权人可以委托代理人出席债权人会议，行使表决权。代理人出席债权人会议，应当向人民法院或者债权人会议主席提交债权人的授权委托书。

债权人会议应当有债务人的职工和工会的代表参加，对有关事项发表意见。

（相关资料：其他规范性文件1篇 条文释义）

第六十条 债权人会议设主席一人，由人民法院从有表决权的债权人中指定。

债权人会议主席主持债权人会议。

（相关资料：条文释义）

第六十一条 债权人会议行使下列职权：

（一）核查债权；

（二）申请人民法院更换管理人，审查管理人的费用和报酬；

（三）监督管理人；

（四）选任和更换债权人委员会成员；

（五）决定继续或者停止债务人的营业；

（六）通过重整计划；

（七）通过和解协议；

（八）通过债务人财产的管理方案；

（九）通过破产财产的变价方案；

（十）通过破产财产的分配方案；

（十一）人民法院认为应当由债权人会议行使的其他职权。

债权人会议应当对所议事项的决议作成会议记录。

（相关资料：司法解释1篇 条文释义 相关论文2篇）

第六十二条 第一次债权人会议由人民法院召集，自债权申报期限届满之日起十五日内召开。

以后的债权人会议，在人民法院认为必要时，或者管理人、债权人委员会、占债权总额四分之一以上的债权人向债权人会议主席提议时召开。

（相关资料：条文释义）

第六十三条 召开债权人会议，管理人应当提前十五日通知已知的债权人。

（相关资料：条文释义）

第六十四条 债权人会议的决议，由出席会议的有表决权的债权人过半数通过，并且其所代表的债权额占无财产担保债权总额的二分之一以上。但是，本法另有规定的除外。

债权人认为债权人会议的决议违反法律规定，损害其利益的，可以自债权人会议作出决议之日起十五日内，请求人民法院裁定撤销该决议，责令债权人会议依法重新作出决议。

债权人会议的决议，对于全体债权人均有约束力。

（相关资料：司法解释1篇 条文释义 相关论文1篇）

第六十五条 本法第六十一条第一款第八项、第九项所列事项，经债权人会议表决未通过的，由人民法院裁定。

本法第六十一条第一款第十项所列事项，经债权人会议二次表决仍未通过的，由人民法院裁定。

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12755

对前两款规定的裁定，人民法院可以在债权人会议上宣布或者另行通知债权人。

（相关资料：条文释义）

第六十六条 债权人对人民法院依照本法第六十五条第一款作出的裁定不服的，债权额占无财产担保债权总额二分之一以上的债权人对人民法院依照本法第六十五条第二款作出的裁定不服的，可以自裁定宣布之日或者收到通知之日起十五日内向该人民法院申请复议。复议期间不停止裁定的执行。（相关资料：司法解释1篇 条文释义 相关论文1篇）

第二节 债权人委员会

第六十七条 债权人会议可以决定设立债权人委员会。债权人委员会由债权人会议选任的债权人代表和一名债务人的职工代表或者工会代表组成。债权人委员会成员不得超过九人。

债权人委员会成员应当经人民法院书面决定认可。

（相关资料：条文释义 相关论文1篇）

第六十八条 债权人委员会行使下列职权：

（一）监督债务人财产的管理和处分；

（二）监督破产财产分配；

（三）提议召开债权人会议；

（四）债权人会议委托的其他职权。

债权人委员会执行职务时，有权要求管理人、债务人的有关人员对其职权范围内的事务作出说明或者提供有关文件。

管理人、债务人的有关人员违反本法规定拒绝接受监督的，债权人委员会有权就监督事项请求人民法院作出决定；人民法院应当在五日内作出决定。

（相关资料：条文释义）

第六十九条 管理人实施下列行为，应当及时报告债权人委员会：

（一）涉及土地、房屋等不动产权益的转让；

（二）探矿权、采矿权、知识产权等财产权的转让；

（三）全部库存或者营业的转让；

（四）借款；

（五）设定财产担保；

（六）债权和有价证券的转让；

（七）履行债务人和对方当事人均未履行完毕的合同；

（八）放弃权利；

（九）担保物的取回；

（十）对债权人利益有重大影响的其他财产处分行为。

未设立债权人委员会的，管理人实施前款规定的行为应当及时报告人民法院。（相关资料：条文释义 相关论文2篇）

第八章 重整

第一节 重整申请和重整期间

第七十条 债务人或者债权人可以依照本法规定，直接向人民法院申请对债务人进行重整。

债权人申请对债务人进行破产清算的，在人民法院受理破产申请后、宣告债务人破产前，债务人或者出资额占债务人注册资本十分之一以上的出资人，可以向人民法院申请重整。

（相关资料：司法解释1篇 条文释义）

第七十一条 人民法院经审查认为重整申请符合本法规定的，应当裁定债务人重整，并予以公告。

（相关资料：条文释义 相关论文1篇）

第七十二条 自人民法院裁定债务人重整之日起至重整程序终止，为重整期间。

（相关资料：条文释义）

第七十三条 在重整期间，经债务人申请，人民法院批准，债务人可以在管理人的监督下自行管理财产和营业事务。

有前款规定情形的，依照本法规定已接管债务人财产和营业事务的管理人应当向债务人移交财产和营业事务，本法规定的管理人的职权由债务人行使。

（相关资料：条文释义 相关论文3篇）

第七十四条 管理人负责管理财产和营业事务的，可以聘任债务人的经营管理人员负责营业事务。

（相关资料：条文释义 相关论文1篇）

第七十五条 在重整期间，对债务人的特定财产享有的担保权暂停行使。但是，担保物有损坏或者价值明显减少的可能，足以危害担保权人权利的，担保权人可以向人民法院请求恢复行使担保权。

在重整期间，债务人或者管理人为继续营业而借款的，可以为该借款设定担保。

（相关资料：条文释义 相关论文2篇）

第七十六条 债务人合法占有的他人财产，该财产的权利人在重整期间要求取回的，应当符合事先约定的条件。

（相关资料：条文释义）

第七十七条 在重整期间，债务人的出资人不得请求投资收益分配。

在重整期间，债务人的董事、监事、高级管理人员不得向第三人转让其持有的债务人的股权。但是，经人民法院同意的除外。

（相关资料：条文释义）

第七十八条 在重整期间，有下列情形之一的，经管理人或者利害关系人请求，人民法院应当裁定终止重整程序，并宣告债务人破产：

（一）债务人的经营状况和财产状况继续恶化，缺乏挽救的可能性；

（二）债务人有欺诈、恶意减少债务人财产或者其他显著不利于债权人的行为；

（三）由于债务人的行为致使管理人无法执行职务。（相关资料：条文释义）

第二节 重整计划的制定和批准

第七十九条 债务人或者管理人应当自人民法院裁定债务人重整之日起六个月内，同时向人民法院和债权人会议提交重整计划草案。

前款规定的期限届满，经债务人或者管理人请求，有正当理由的，人民法

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12756

院可以裁定延期三个月。

债务人或者管理人未按期提出重整计划草案的，人民法院应当裁定终止重整程序，并宣告债务人破产。

（相关资料：条文释义）

第八十条 债务人自行管理财产和营业事务的，由债务人制作重整计划草案。

管理人负责管理财产和营业事务的，由管理人制作重整计划草案。

（相关资料：条文释义 相关论文1篇）

第八十一条 重整计划草案应当包括下列内容：

（一）债务人的经营方案；

（二）债权分类；

（三）债权调整方案；

（四）债权受偿方案；

（五）重整计划的执行期限；

（六）重整计划执行的监督期限；

（七）有利于债务人重整的其他方案。

（相关资料：条文释义）

第八十二条 下列各类债权的债权人参加讨论重整计划草案的债权人会议，依照下列债权分类，分组对重整计划草案进行表决：

（一）对债务人的特定财产享有担保权的债权；

（二）债务人所欠职工的工资和医疗、伤残补助、抚恤费用，所欠的应当划入职工个人账户的基本养老保险、基本医疗保险费用，以及法律、行政法规规定应当支付给职工的补偿金；

（三）债务人所欠税款；

（四）普通债权。

人民法院在必要时可以决定在普通债权组中设小额债权组对重整计划草案进行表决。

（相关资料：条文释义 相关论文1篇）

第八十三条 重整计划不得规定减免债务人欠缴的本法第八十二条第一款第二项规定以外的社会保险费用；该项费用的债权人不参加重整计划草案的表决。

（相关资料：条文释义）

第八十四条 人民法院应当自收到重整计划草案之日起三十日内召开债权人会议，对重整计划草案进行表决。

出席会议的同一表决组的债权人过半数同意重整计划草案，并且其所代表的债权额占该组债权总额的三分之二以上的，即为该组通过重整计划草案。

债务人或者管理人应当向债权人会议就重整计划草案作出说明，并回答询问。

（相关资料：条文释义 相关论文2篇）

第八十五条 债务人的出资人代表可以列席讨论重整计划草案的债权人会议。

重整计划草案涉及出资人权益调整事项的，应当设出资人组，对该事项进行表决。

（相关资料：条文释义 相关论文1篇）

第八十六条 各表决组均通过重整计划草案时，重整计划即为通过。

自重整计划通过之日起十日内，债务人或者管理人应当向人民法院提出批准重整计划的申请。人民法院经审查认为符合本法规定的，应当自收到申请之日起三十日内裁定批准，终止重整程序，并予以公告。

（相关资料：条文释义）

第八十七条 部分表决组未通过重整计划草案的，债务人或者管理人可以同未通过重整计划草案的表决组协商。该表决组可以在协商后再表决一次。双方协商的结果不得损害其他表决组的利益。

未通过重整计划草案的表决组拒绝再次表决或者再次表决仍未通过重整计划草案，但重整计划草案符合下列条件的，债务人或者管理人可以申请人民法院批准重整计划草案：

（一）按照重整计划草案，本法第八十二条第一款第一项所列债权就该特定财产将获得全额清偿，其因延期清偿所受的损失将得到公平补偿，并且其担保权未受到实质性损害，或者该表决组已经通过重整计划草案；

（二）按照重整计划草案，本法第八十二条第一款第二项、第三项所列债权将获得全额清偿，或者相应表决组已经通过重整计划草案；

（三）按照重整计划草案，普通债权所获得的清偿比例，不低于其在重整计划草案被提请批准时依照破产清算程序所能获得的清偿比例，或者该表决组已经通过重整计划草案；

（四）重整计划草案对出资人权益的调整公平、公正，或者出资人组已经通过重整计划草案；

（五）重整计划草案公平对待同一表决组的成员，并且所规定的债权清偿顺序不违反本法第一百一十三条的规定；

（六）债务人的经营方案具有可行性。

人民法院经审查认为重整计划草案符合前款规定的，应当自收到申请之日起三十日内裁定批准，终止重整程序，并予以公告。

（相关资料：行政法规1篇 条文释义 相关论文3篇）

第八十八条 重整计划草案未获得通过且未依照本法第八十七条的规定获得批准，或者已通过的重整计划未获得批准的，人民法院应当裁定终止重整程序，并宣告债务人破产。（相关资料：条文释义）

第三节 重整计划的执行

第八十九条 重整计划由债务人负责执行。

人民法院裁定批准重整计划后，已接管财产和营业事务的管理人应当向债务人移交财产和营业事务。

（相关资料：条文释义 相关论文1篇）

第九十条 自人民法院裁定批准重整计划之日起，在重整计划规定的监督期内，由管理人监督重整计划的执行。

在监督期内，债务人应当向管理人报告重整计划执行情况和债务人财务状况。

（相关资料：条文释义）

第九十一条 监督期届满时，管理人应当向人民法院提交监督报告。自监督报告提交之日起，管理人的监督职责终止。

管理人向人民法院提交的监督报告，重整计划的利害关系人有权查阅。

经管理人申请，人民法院可以裁定延长重整计划执行的监督期限。

（相关资料：条文释义）

第九十二条 经人民法院裁定批准的重整计划，对债务人和全体债权人均有约束力。

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12757.

债权人未依照本法规定申报债权的，在重整计划执行期间不得行使权利，在重整计划执行完毕后，可以按照重整计划规定的同类债权的清偿条件行使权利。

债权人对债务人的保证人和其他连带债务人所享有的权利，不受重整计划的影响。

（相关资料：条文释义）

第九十三条 债务人不能执行或者不执行重整计划的，人民法院经管理人或者利害关系人请求，应当裁定终止重整计划的执行，并宣告债务人破产。

人民法院裁定终止重整计划执行的，债权人在重整计划中作出的债权调整的承诺失去效力。债权人因执行重整计划所受的清偿仍然有效，债权未受清偿的部分作为破产债权。

前款规定的债权人，只有在其他同顺位债权人同自己所受的清偿达到同一比例时，才能继续接受分配。

有本条第一款规定情形的，为重整计划的执行提供的担保继续有效。

（相关资料：条文释义）

第九十四条 按照重整计划减免的债务，自重整计划执行完毕时起，债务人不再承担清偿责任。（相关资料：条文释义 相关论文1篇）

第九章 和解

第九十五条 债务人可以依照本法规定，直接向人民法院申请和解；也可以在人民法院受理破产申请后、宣告债务人破产前，向人民法院申请和解。

债务人申请和解，应当提出和解协议草案。

（相关资料：司法解释1篇 条文释义）

第九十六条 人民法院经审查认为和解申请符合本法规定的，应当裁定和解，予以公告，并召集债权人会议讨论和解协议草案。

对债务人的特定财产享有担保权的权利人，自人民法院裁定和解之日起可以行使权利。

（相关资料：条文释义）

第九十七条 债权人会议通过和解协议的决议，由出席会议的有表决权的债权人过半数同意，并且其所代表的债权额占无财产担保债权总额的三分之二以上。

（相关资料：条文释义）

第九十八条 债权人会议通过和解协议的，由人民法院裁定认可，终止和解程序，并予以公告。管理人应当向债务人移交财产和营业事务，并向人民法院提交执行职务的报告。

（相关资料：条文释义 相关论文1篇）

第九十九条 和解协议草案经债权人会议表决未获得通过，或者已经债权人会议通过的和解协议未获得人民法院认可的，人民法院应当裁定终止和解程序，并宣告债务人破产。

（相关资料：条文释义）

第一百条 经人民法院裁定认可的和解协议，对债务人和全体和解债权人均有约束力。

和解债权人是指人民法院受理破产申请时对债务人享有无财产担保债权的人。

和解债权人未依照本法规定申报债权的，在和解协议执行期间不得行使权利；在和解协议执行完毕后，可以按照和解协议规定的清偿条件行使权利。
（相关资料：地方法规1篇 条文释义）

第一百零一条 和解债权人对债务人的保证人和其他连带债务人所享有的权利，不受和解协议的影响。
（相关资料：条文释义）

第一百零二条 债务人应当按照和解协议规定的条件清偿债务。
（相关资料：条文释义）

第一百零三条 因债务人的欺诈或者其他违法行为而成立的和解协议，人民法院应当裁定无效，并宣告债务人破产。

有前款规定情形的，和解债权人因执行和解协议所受的清偿，在其他债权人所受清偿同等比例的范围内，不予返还。
（相关资料：条文释义）

第一百零四条 债务人不能执行或者不执行和解协议的，人民法院经和解债权人请求，应当裁定终止和解协议的执行，并宣告债务人破产。

人民法院裁定终止和解协议执行的，和解债权人在和解协议中作出的债权调整的承诺失去效力。和解债权人因执行和解协议所受的清偿仍然有效，和解债权未受清偿的部分作为破产债权。

前款规定的债权人，只有在其他债权人同自己所受的清偿达到同一比例时，才能继续接受分配。

有本条第一款规定情形的，为和解协议的执行提供的担保继续有效。
（相关资料：条文释义）

第一百零五条 人民法院受理破产申请后，债务人与全体债权人就债权债务的处理自行达成协议的，可以请求人民法院裁定认可，并终结破产程序。
（相关资料：条文释义）

第一百零六条 按照和解协议减免的债务，自和解协议执行完毕时起，债务人不再承担清偿责任。（相关资料：地方法规1篇 条文释义）

第十章 破产清算

第一节 破产宣告

第一百零七条 人民法院依照本法规定宣告债务人破产的，应当自裁定作出之日起五日内送达债务人和管理人，自裁定作出之日起十日内通知已知债权人，并予以公告。

债务人被宣告破产后，债务人称为破产人，债务人财产称为破产财产，人民法院受理破产申请时对债务人享有的债权称为破产债权。
（相关资料：条文释义 相关论文2篇）

第一百零八条 破产宣告前，有下列情形之一的，人民法院应当裁定终结破产程序，并予以公告：

（一）第三人为债务人提供足额担保或者为债务人清偿全部到期债务的；

（二）债务人已清偿全部到期债务的。
（相关资料：其他规范性文件2篇 条文释义）

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12758

第一百零九条 对破产人的特定财产享有担保权的权利人，对该特定财产享有优先受偿的权利。
（相关资料：条文释义 相关论文2篇）

第一百一十条 享有本法第一百零九条规定权利的债权人行使优先受偿权利未能完全受偿的，其未受偿的债权作为普通债权；放弃优先受偿权利的，其债权作为普通债权。（相关资料：条文释义）

第二节 变价和分配

第一百一十一条 管理人应当及时拟订破产财产变价方案，提交债权人会议讨论。

管理人应当按照债权人会议通过的或者人民法院依照本法第六十五条第一款规定裁定的破产财产变价方案，适时变价出售破产财产。
（相关资料：条文释义）

第一百一十二条 变价出售破产财产应当通过拍卖进行。但是，债权人会议另有决议的除外。

破产企业可以全部或者部分变价出售。企业变价出售时，可以将其中的无形资产和其他财产单独变价出售。

按照国家规定不能拍卖或者限制转让的财产，应当按照国家规定的方式处理。
（相关资料：条文释义 相关论文1篇）

第一百一十三条 破产财产在优先清偿破产费用和共益债务后，依照下列顺序清偿：

（一）破产人所欠职工的工资和医疗、伤残补助、抚恤费用，所欠的应当划入职工个人账户的基本养老保险、基本医疗保险费用，以及法律、行政法规规定应当支付给职工的补偿金；

（二）破产人欠缴的除前项规定以外的社会保险费用和破产人所欠税款；

（三）普通破产债权。

破产财产不足以清偿同一顺序的清偿要求的，按照比例分配。

破产企业的董事、监事和高级管理人员的工资按照该企业职工的平均工资计算。
（相关资料：司法解释1篇 地方法规1篇 条文释义 相关论文5篇）

第一百一十四条 破产财产的分配应当以货币分配方式进行。但是，债权人会议另有决议的除外。
（相关资料：条文释义）

第一百一十五条 管理人应当及时拟订破产财产分配方案，提交债权人会议讨论。

破产财产分配方案应当载明下列事项：

（一）参加破产财产分配的债权人名称或者姓名、住所；

（二）参加破产财产分配的债权额；

（三）可供分配的破产财产数额；

（四）破产财产分配的顺序、比例及数额；

（五）实施破产财产分配的方法。

债权人会议通过破产财产分配方案后，由管理人将该方案提请人民法院裁

定认可。
（相关资料：条文释义）

第一百一十六条 破产财产分配方案经人民法院裁定认可后，由管理人执行。

管理人按照破产财产分配方案实施多次分配的，应当公告本次分配的财产额和债权额。管理人实施最后分配的，应当在公告中指明，并载明本法第一百一十七条第二款规定的事项。
（相关资料：条文释义）

第一百一十七条 对于附生效条件或者解除条件的债权，管理人应当将其分配额提存。

管理人依照前款规定提存的分配额，在最后分配公告日，生效条件未成就或者解除条件成就的，应当分配给其他债权人；在最后分配公告日，生效条件成就或者解除条件未成就的，应当交付给债权人。
（相关资料：条文释义）

第一百一十八条 债权人未受领的破产财产分配额，管理人应当提存。债权人自最后分配公告之日起满二个月仍不领取的，视为放弃受领分配的权利，管理人或者人民法院应当将提存的分配额分配给其他债权人。
（相关资料：条文释义）

第一百一十九条 破产财产分配时，对于诉讼或者仲裁未决的债权，管理人应当将其分配额提存。自破产程序终结之日起满二年仍不能受领分配的，人民法院应当将提存的分配额分配给其他债权人。（相关资料：条文释义）

第三节 破产程序的终结

第一百二十条 破产人无财产可供分配的，管理人应当请求人民法院裁定终结破产程序。

管理人在最后分配完结后，应当及时向人民法院提交破产财产分配报告，并提请人民法院裁定终结破产程序。

人民法院应当自收到管理人终结破产程序的请求之日起十五日内作出是否终结破产程序的裁定。裁定终结的，应当予以公告。
（相关资料：条文释义）

第一百二十一条 管理人应当自破产程序终结之日起十日内，持人民法院终结破产程序的裁定，向破产人的原登记机关办理注销登记。
（相关资料：条文释义）

第一百二十二条 管理人于办理注销登记完毕的次日终止执行职务。但是，存在诉讼或者仲裁未决情况的除外。
（相关资料：司法解释 1 篇 条文释义）

第一百二十三条 自破产程序依照本法第四十三条第四款或者第一百二十条的规定终结之日起二年内，有下列情形之一的，债权人可以请求人民法院按照破产财产分配方案进行追加分配：

（一）发现有依照本法第三十一条、第三十二条、第三十三条、第三十六条规定应当追回的财产的；

（二）发现破产人有应当供分配的其他财产的。

有前款规定情形，但财产数量不足以支付分配费用的，不再进行追加分配，由人民法院将其上交国库。
（相关资料：条文释义）

259
231
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 12759
Folio No.

第一百二十四条 破产人的保证人和其他连带债务人，在破产程序终结后，对债权人依照破产清算程序未受清偿的债权，依法继续承担清偿责任。（相关资料：条文释义）

第十一章 法律责任

第一百二十五条 企业董事、监事或者高级管理人员违反忠实义务、勤勉义务，致使所在企业破产的，依法承担民事责任。

有前款规定情形的人员，自破产程序终结之日起三年内不得担任任何企业的董事、监事、高级管理人员。

（相关资料：条文释义 相关论文1篇）

第一百二十六条 有义务列席债权人会议的债务人的有关人员，经人民法院传唤，无正当理由拒不列席债权人会议的，人民法院可以拘传，并依法处以罚款。债务人的有关人员违反本法规定，拒不陈述、回答，或者作虚假陈述、回答的，人民法院可以依法处以罚款。

（相关资料：条文释义）

第一百二十七条 债务人违反本法规定，拒不向人民法院提交或者提交不真实的财产状况说明、债务清册、债权清册、有关财务会计报告以及职工工资的支付情况和社会保险费用的缴纳情况的，人民法院可以对直接责任人员依法处以罚款。

债务人违反本法规定，拒不向管理人移交财产、印章和账簿、文书等资料的，或者伪造、销毁有关财产证据材料而使财产状况不明的，人民法院可以对直接责任人员依法处以罚款。

（相关资料：条文释义）

第一百二十八条 债务人有本法第三十一条、第三十二条、第三十三条规定的行为，损害债权人利益的，债务人的法定代表人和其他直接责任人员依法承担赔偿责任。

（相关资料：条文释义 相关论文2篇）

第一百二十九条 债务人的有关人员违反本法规定，擅自离开住所地的，人民法院可以予以训诫、拘留，可以依法并处罚款。

（相关资料：条文释义）

第一百三十条 管理人未依照本法规定勤勉尽责，忠实执行职务的，人民法院可以依法处以罚款；给债权人、债务人或者第三人造成损失的，依法承担赔偿责任。

（相关资料：司法解释1篇 条文释义 相关论文1篇）

第一百三十一条 违反本法规定，构成犯罪的，依法追究刑事责任。（相关资料：条文释义）

第十二章 附则

第一百三十二条 本法施行后，破产人在本法公布之日前所欠职工的工资和医疗、伤残补助、抚恤费用，所欠的应当划入职工个人账户的基本养老保险、基本医疗保险费用，以及法律、行政法规规定应当支付给职工的补偿金，依照本法第一百一十三条的规定清偿后不足以清偿的部分，以本法第一百零九条规定的特定财产优先于对该特定财产享有担保权的权利人受偿。

（相关资料：司法解释2篇 地方法规1篇 裁判文书1篇 条文释义 相关论文1篇）

第一百三十三条 在本法施行前国务院规定的期限和范围内的国有企业实施破产的特殊事宜，按照国务院有关规定办理。

（相关资料：司法解释1篇 条文释义）

第一百三十四条 商业银行、证券公司、保险公司等金融机构有本法第二条规定情形的，国务院金融监督管理机构可以向人民法院提出对该金融机构进行重整或者破产清算的申请。国务院金融监督管理机构依法对出现重大经营风险的金融机构采取接管、托管等措施的，可以向人民法院申请中止以该金融机构为被告或者被执行人的民事诉讼程序或者执行程序。

金融机构实施破产的，国务院可以依据本法和其他有关法律的规定制定实施办法。

（相关资料：条文释义 相关论文1篇）

第一百三十五条 其他法律规定企业法人以外的组织的清算，属于破产清算的，参照适用本法规定的程序。

（相关资料：条文释义 相关论文1篇）

第一百三十六条 本法自2007年6月1日起施行，《中华人民共和国企业破产法（试行）》同时废止。

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（相关资料：条文释义 相关论文1篇）文件提供：vip.chinalawinfo.com 北大法宝 Tel:010-8268 9699

Prueba H.8.2 - Ley de propiedad

Real Right Law of the People's Republic of China

(Adopted at the 5th session of the Tenth National People's Congress on March 16, 2007)

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
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Part I General Rules Chapter I Basic Principles

Article 1 In accordance with the Constitution Law, the present Law is enacted with a view to maintaining the basic economic system of the state, protecting the socialist market economic order, clearly defining the attribution of the res, bringing into play the utilities of the res and safeguarding the real right of the right holder.

Article 2 The civil relationships incurred from the attribution and utilization of the res shall be governed by the present Law. The term "res" as mentioned in the present Law means realties and chattels. Where it is prescribed in any provision that certain right shall be taken as an object of real right, such provision shall be applicable. The term "real right" as mentioned in the present Law means the exclusive right of direct control over a specific res enjoyed by the holder in accordance with law, including ownership, usufractuary right and real rights for security.

Article 3 In the primary phase of socialism, the state adheres to the basic economic system with the public ownership playing a dominant role and diverse forms of ownership developing side by side. The public economy shall be consolidated and developed by the state, and the development of the nonpublic economy shall be encouraged, supported and guided. The socialist market economy system shall be practiced by the state as well as the equal legal status and development rights of all market subjects shall be protected.

Article 4 The real right of the state, collective, individual or any other right holder shall be protected by law, and may not be damaged by any entity or individual.

Article 5 The varieties and contents of real rights shall be prescribed by law.

Article 6 The creation, alteration, alienation or termination of the real right of a realty shall be subject to registration in accordance with law. The creation or alienation of the real right of a chattel shall be delivered in accordance with law.

Article 7 One shall, when acquiring or exercising a real right, comply with the law, respect social morals and may not infringe upon the public interests or the lawful rights and interests of any other person.

Article 8 In case there exists any other special provision in respect of real right in any other law, such special provision shall prevail.

Chapter II Creation, Alteration, Alienation and Termination of Real Right

Section 1 Reality Registration

Article 9 Until it is registered in accordance with law, the creation, alteration, alienation or termination of the real right of a realty shall come into effect; unless it is otherwise prescribed by any law, it shall have no effect if it is not registered in accordance with law. As regards the ownership of the natural resources owned by the state in accordance with law, the registration is not required.

Article 10 The registration of a realty shall be handled by the registration organ at the locality of the realty. A uniform registration system over realties shall be practiced by the state. The scope, organ and measures of uniform registration shall be specified by the related laws and administrative regulations.

Article 11 In light of the different registration items, an applicant shall, when applying for the registration of a realty, provide the ownership certificate of the realty and such necessary materials as the location and area of the realty.

Article 12 A registration organ shall perform the duties as follows: (1) to examine the ownership certificate and other necessary materials as provided by the applicant; (2) to inquire the applicant about the registration items concerned; (3) to register the related items in accordance with the facts and in a timely manner; and (4) other duties as provided for in any law or administrative regulation. In case the related situation of the realty under application for registration needs further proving, the registration organ may request the applicant to provide supplementary materials and conduct on-the-spot inspection where necessary.

Article 13 No registration organ may commit any of the behaviors as follows: (1) to ask for an evaluation of a realty; (2) to repeatedly register registration in the name of annual inspection; or (3) other behaviors conducted beyond its scope of registration duties.

Article 14 As regards the creation, alteration, alienation or termination of the real right of a realty, it shall go into effect since the date when it is recorded in the realty register in case the registration thereof is required by law.

Article 15 As regards a contract entered into by the related parties concerned on the creation, alteration, alienation or termination of the real right of a realty, it shall go

into effect upon the conclusion of the contract, unless it is otherwise prescribed by any law; and the validity of the contract is not affected, whether the real right has been registered or not.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12761

Article 16 The realty register shall be the basis for deciding the ownership and contents of a realty and shall be under the management of the registration organ.

Article 17 The realty ownership certificate shall be the evidence for the holder's ownership of a realty. The items recorded in the realty ownership certificate shall accord with those recorded in the realty register; unless it is proved that there is anything wrong in the realty register, the one recorded therein shall prevail in the case of any inconsistence.

Article 18 Any right holder or interested party may file an application for consulting or copying the registration materials, and the registration organ may not reject.

Article 19 In case any right holder or interested party holds that there is anything wrong in any item recorded in the realty register, it/he may apply for a correction of the registration. The registration organ shall revise the registration accordingly, in case the holder recorded in the realty register agrees to revise the registration in written form or there is evidence to prove that the registration is wrong. The interested party may apply for dissidence registration, in case the holder recorded in the realty register does not agree to the alteration. Where the registration organ grants the dissidence registration but the applicant fails to lodge an action within 15 days as of the date of dissidence registration, the dissidence registration shall lose its effect. In case the dissidence registration is improper and bring into damages to the right holder, the holder may require the applicant to compensate for damages.

Article 20 In case the related parties entered into a purchase agreement on a premise or the real right of any other realty, they may apply for advance notice registration to the registration organ so as to ensure the realization of the real right in the future. Without the consent of the holder in the advance notice registration, any disposal of the realty, after the advance notice registration, may not produce effect of real right. In case the obligee's right is terminated after the advance notice registration is made, or the application for the registration of the realty is not filed within 3 months as of the date when it can be registered, the advance notice registration shall lose its effect.

Article 21 In case any related party provides false materials for applying for registration and causes damages to any other person, it/he shall assume the liability for compensation. In case any registration organ causes damages to any other person by virtue of any mistake in registration, it shall assume the liability for compensation. The registration organ may, after making the compensation, recover the amount from the person who causes the registration mistake.

Article 22 Realty registration fees shall be charged on each piece, and may not be charged on the basis of the size, volume or certain proportion of the realty's value. The concrete charging rates shall be formulated by the related departments in the State Council in collaboration with the competent pricing department.

Section 2 Chattel Delivery

Article 23 Unless it is otherwise prescribed by any law, the creation or alienation of the real right of a chattel shall come into effect upon delivery.

Article 24 The creation, alteration, alienation or termination of the real right of any vessel, aircraft or motor vehicle and so on may not challenge any bona fide third party if it is not registered.

Article 25 In case the right holder has legally possessed the chattel prior to the establishment or alienation of a chattel's real right, the real right shall come into effect upon the effectiveness of the legal act.

Article 26 In case a third party has legally possessed the chattel prior to the establishment or alienation of a chattel's real right, the person assuming the obligation of delivery may, instead of delivery, alien the right to request the third party to return the original object.

Article 27 In case both parties agree to let the alienator continuously possess the chattel when the real right of a chattel is alienated, the real right shall go into effect upon the effectiveness of the agreement.

Section 3 Other Rules

Article 28 In case the creation, alteration, alienation or termination of a real right is resulted from a legal document of the people's court or arbitration committee or a requisition decision of the people's government, etc, the real right shall come into effect upon the effectiveness of the legal document or the requisition decision of the people's government.

Article 29 In case real right is acquired through inheritance or bequest, it shall go into effect as of the beginning time of the inheritance or bequest.

Article 30 In case a real right is created or terminated as a result of such factual behaviors as the legal construction or premise demolition, it shall come into effect upon the accomplishment of the factual behavior.

Article 31 As regards a real right of realty enjoyed according to the provisions of Articles 28 through 30 of the present Law, any disposal thereof may not produce

effect of real right until it is registered as required by law.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12762

Chapter III Protection of Real Right

Article 32 Where a real right is damaged, the right holder may settle the problem by means of conciliation, mediation or arbitration, etc.

Article 33 Where any dispute over the ownership or content of real right arises, the interested parties may require the confirmation of the right.

Article 34 Where a realty or chattel is under an unauthorized possession, the right holder may require the returning of the original object.

Article 35 In case a real right is under obstruction or may be obstructed, the right holder may require the removing of the impediment or the termination of the danger.

Article 36 In case a realty or chattel is damaged, the right holder may require the repairing, remaking, changing or the restoration of the original state.

Article 37 In case the infringement upon a real right causes losses to the right holder, the right holder may require the compensation for the losses or the assuming of any other civil liability.

Article 38 The ways for protecting real right as prescribed in the present Law may apply either independently or jointly in light of the specific situation of an injury of real right. In addition to assuming civil liabilities, any entity or individual infringing upon a real right shall assume the administrative liabilities where it/he violates any provision on administrative regulation; in case any crime is established, it/he shall assume the criminal liabilities.

II Ownership Chapter IV General Rules

Article 39 The owner of a realty or chattel is entitled to possess, utilize, seek profits from and dispose of the realty or chattel in accordance with law.

Article 40 The owner of a realty or chattel is entitled to establish a usufructuary right or real right for security over the realty or chattel. The holder of usufructuary right or the holder of real right for security may, when exercising the right, not injure the owner 's rights and interests.

Article 41 As regards a realty or chattel that is exclusively owned by the state as prescribed by law, its ownership may not be acquired by any entity or individual.

Article 42 In order to meet the demands of public interests, it is allowed to requisition lands owned collectively, premises owned by entities and individuals or other realties according to the statutory power limit and procedures. When requisitioning land owned collectively, it is required to, in accordance with law and in full amount, pay land compensation fees, placement subsidies, compensations for the above-ground fixtures of the lands and seedlings and other fees, arrange for social security fees for the farmers with land requisitioned, guarantee their livelihood and protect their lawful rights and interests. When requisitioning the premises owned by entities and individuals or other realties, it is required to compensate for demolishment and relocation in accordance with law and protect the lawful rights and interests of the owners of the requisitioned realties; when requisitioning the individuals' residential houses, it is required to guarantee the housing conditions of the owners of the requisitioned houses. The compensation fees for requisition and other fees may not be embezzled, misappropriated, privately shared, detained or delayed in the payment of by any entity or individual.

Article 43 Special protections are provided by the state for farm lands, the conversion of farm lands into construction lands is strictly restricted and the aggregate quantity of construction lands is under control. No one may requisition any land owned collectively with violation of the statutory power limit and procedures.

Article 44 For meeting needs of emergent dangers or disasters, it is allowed for one to use the realties or chattels owned by entities and individuals according to the statutory power limit and procedures. Such realties or chattels shall, after the emergent use, be returned to the owners. In case any realty or chattel owned by any entity or individual is used or damaged or lost after being used, corresponding compensation shall be made.

Chapter V State Ownership, Collective Ownership and Private Ownership

Article 45 As regards the properties that shall be owned by the state as provided for by law, they shall be in the ownership of the state, that is, owned by all the people. The State Council shall exercise the ownership of state-owned properties on behalf of the state; in case there is any otherwise provision in any law, such provision shall prevail.

Article 46 Mineral deposits, waters and sea areas shall be in the ownership of the state.

Article 47 Urban lands shall be in the ownership of the state. As regards lands in the

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12763

rural areas and suburban areas that shall be owned by the state as prescribed by law, they shall be in the ownership of the state.

Article 48 Such natural resources as forests, mountains, grasslands, waste lands and tidal flats shall be in the ownership of the state, except for those that shall be in the ownership of collective as provided for by law.

Article 49 As regards the wildlife resources that shall be owned by the state as provisioned by law, they shall be in the ownership of the state.

Article 50 Radio frequency spectrum resources shall be in the ownership of the state.

Article 51 As regards the cultural relics that shall be owned by the state as provisioned by law, they shall be in the ownership of the state.

Article 52 National defense assets shall be in the ownership of the state. As regards such infrastructures as railways, highways, electric power facilities, telecommunication facilities, and petrol and gas pipelines that shall be owned by the state as provisioned by law, they shall be in the ownership of the state.

Article 53 State organs have the power, in accordance with the laws and the relevant provisions of the State Council, to possess, utilize and dispose of any realty or chattel directly controlled by them.

Article 54 The public institutions held by the state have the power to possess, utilize, as well as, according to the laws and the relevant provisions of the State Council, seek profits from and dispose of any realty or chattel directly controlled by them.

Article 55 As regards the enterprises set up with the funds invested in by the state, the State Council and the local people's governments shall perform and enjoy the contributor's duties as well as rights and interests on behalf of the state in accordance with the relevant laws and administrative regulations.

Article 56 The state-owned properties shall be protected by law, and no entity or individual may encroach, plunder, privately distribute, hold back or damage them.

Article 57 The institutions and working personnel thereof in charge of performing the duties of managing and supervising state-owned assets shall, according to law, strengthen the management and supervision of state-owned assets so as to promote the value maintenance and appreciation prevent the losses thereof; in case any entity or individual causes any loss of state-owned assets by misusing authority or neglecting duty, it/he shall assume legal liabilities in accordance with law. In case any entity or individual, in the process of enterprise restructuring, merger, division or affiliated transactions, causes losses of state-owned assets by way of transferring at a low price,

conspiring to distribute them secretly, providing guarantee with them without authorization or any other way with violation of the provisions on the management of state-owned assets, it/he shall assume legal liabilities in accordance with law.

Article 58 The collectively-owned realties and chattels shall contain: (1) Lands, forests, mountains, grasslands, wastelands and tidal flats that shall be in the ownership of collective as provided for by law; (2) Buildings, production facilities, farmland, and water conservancy facilities that are in the ownership of collective; (3) Facilities for education, science, culture, sanitation and sports, etc that are in the ownership of collective; (4) Other realties and chattels that are in the ownership of collective.

Article 59 The realties and chattels that are in the ownership of a farmers' collective shall be collectively owned by all the members of this collective. The following issues shall be determined by the members of the collective according to the statutory procedures: (1) land contracting plan and whether to contract out a land to an entity or individual not included in the collective; (2) adjustment of the contracted lands among the right holders of the contracted management of land; (3) methods for using and distributing such fees as land compensation fees; (4) the alteration of ownership or any other related issue of an enterprise set up with the funds invested in by the collective; and (5) other issues provided for by any law.

Article 60 As regards any collectively-owned land, forest, mountain, grassland, wasteland or tidal flat, the ownership thereof shall be exercised according to the provisions as follows: (1) In case it is owned by a farmers' collective of a village, a collective economic organization or the villagers' committee of the village shall exercise the ownership on behalf of the collective; (2) In case it is owned by two farmers' collectives or more, all the collective economic organizations or villagers' groups of the village shall exercise the ownership on behalf of the collective; and (3) In case it is owned by a farmers' collective of a town, a collective economic organization of the town shall exercise the ownership on behalf of the collective.

Article 61 As regards any realty or chattel owned by an urban collective, this urban collective has the rights to possess, use, seek profits from and dispose of it according to the related laws and administrative regulations.

Article 62 The collective economic organization, villager's committee or villagers' group shall, in accordance with the relevant laws, administrative regulations, articles of association and village regulations and villagers' pledges, publicize the situation of the properties owned by a collective to the members of the collective.

Article 63 Collectively-owned properties shall be protected by law, and any entity or individual may not encroach, plunder, privately distribute, hold back or destroy them. Where the legitimate rights and interests of any member of the collective are infringed upon by any decision made by a collective economic organization, villagers'

committee or the principle thereof, such member may require the people's court to cancel the decision.

Article 64 An individual has the right to own his legal income, premise, household goods, production instruments, raw materials as well as other realties and chattels.

Article 65 The legal savings, investments and the proceeds therefrom of an individual shall be protected by law. An individual's right of inheritance as well as other legal rights and interests shall be protected by the state in accordance with law.

Article 66 An individual's legal properties shall be protected by law, any entity or individual may not encroach, plunder or destroy them.

Article 67 The state, any collective or individual may invest to set up a limited liability company, a company limited by shares or any other form of enterprise. In case the state, a collective or an individual invest the realties or chattels it owns in an enterprise, the contributor shall, in accordance with the agreement or on the basis of his proportion of investment, enjoy rights such as obtaining asset returns, making important decisions and selecting operators and managers and perform their duties.

Article 68 In accordance with the laws, administrative regulations and its articles of association, An enterprise legal person is entitled to possess, utilize, seek profits from and dispose of any realty or chattel it owns. As regards the rights over the realties and chattels owned by a legal person other than an enterprise legal person, the provisions of the related laws, administrative regulations and its articles of associations shall apply.

Article 69 The realties and chattels owned by social organizations in accordance with law shall be protected by law.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12764

Chapter VI Owners' Partitioned Ownership of Building Areas

Article 70 As regards such exclusive parts within the buildings as the residential houses or the houses used for business purposes, an owner shall enjoy the ownership thereof, while as regards the common parts other than the exclusive parts, the owner shall have common ownership and the common management right thereof.

Article 71 An owner is entitled to possess utilize, seek profits from and dispose of the exclusive parts of the building. Any owner may not endanger the safety of the building or infringe upon the lawful rights and interests of any other owner when exercising his or its rights.

Article 72 An owner enjoys the rights and assumes the obligations over the common parts other than the exclusive parts of the building, and may not reject performing the obligations under the pretext of abandoning rights. In case an owner alienates his residential house or the house used for business purposes within the building, the common ownership and the common management right enjoyed by him/her over the common parts shall be alienated at the same time.

Article 73 The roads within the building zone, except for the public roads of cities and towns, shall be commonly owned by the owners. The green lands within the building area, except for the public green lands of cities and towns or those which are definitely ascribed to individuals, shall be commonly owned by all the owners. The other public places, common facilities and houses used for realty services within the building zone shall be commonly owned by all the owners.

Article 74 The parking places and garages within the building area planned for parking cars shall be used to meet the needs of the owners above all else. The ownership of the parking places and garages shall be agreed upon by the related parties in the manners of selling, complementary using or leasing, etc. The parking places, which occupy the roads or other fields commonly owned by all owners, shall be in the common ownership of all the owners.

Article 75 The owners may set up an owners' assembly and vote for an owners' committee. For the establishment of the owners' assembly and the vote of the owners' committee, the related departments under the local people's governments shall provide guidance and assistance.

Article 76 The following matters shall be commonly determined by all owners: (1) to formulate and revise the rules of procedure for the owners' assembly; (2) to formulate and revise the stipulations on managing the building and affiliated facilities thereof; (3) to vote for the owners' committee or alter the members thereof t; (4) to hire or fire the realty service enterprise or any other manager; (5) to raise or use the funds for maintaining the building and affiliated facilities thereof; (6) to rebuild the building or any of its affiliated facilities; (7) other important matters on the common ownership and the common management right. For making a decision on matters prescribed in Item (5) or (6) of the preceding paragraph, the consent of the 2/3 or more of the total owners with exclusive parts accounting for 2/3 or more of the total area of the building shall be obtained. For making a decision on any other issue prescribed in the preceding paragraph, the consent of half of the total owners with exclusive parts accounting for half of the total area of the building shall be obtained.

Article 77 Any owner may not alter a residential house into a house used for business purposes with violation of any law, regulation or management stipulation. An owner shall, when changing a residential house into a house used for business purposes, obtain the consent of the interested owners, in addition to complying with the laws,

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12765.

regulations and management stipulations.

Article 78 Decisions made by the owners' assembly or the owners' committee are binding to each owner. In case the legitimate rights and interests of any owner has been injured by any decision made by the owners' assembly or the owners' committee, the injured owner may require the people's court to cancel the decision.

Article 79 The funds for maintaining a building and affiliated facilities thereof shall be commonly owned by the owners of the building. The funds may, upon the codetermination of the owners, be used for maintaining such common parts as elevators and water tanks. The circumstance about the raise and use of the maintenance funds shall be released to the owners.

Article 80 As regards such matters as the expenses allocation and the proceeds distribution of a building or any of its affiliated facilities, in case there exists any stipulation for these, such stipulation shall apply; in the case of no stipulation or unclear stipulation, these matters shall be determined in accordance with the proportion of each owner's exclusive parts to the total area of the building.

Article 81 The owners of a building may manage the building and affiliated facilities thereof by themselves or they may entrust a realty service enterprise or any other manager to conduct the management. As regards the realty service enterprise or any other manager hired by the construction entity, the owners are entitled to alter it in accordance with law.

Article 82 The realty service enterprise or any other manager shall, upon the strength of the owners' entrustment, manage the building and affiliated facilities thereof within the building area and accept the owners' supervision.

Article 83 The owners shall comply with the laws, regulations and management stipulations. As regards any act infringing upon the lawful rights and interests of other persons, such as discarding wastes at will, discharging atmospheric pollutants and noise, breeding animals with violation of the related regulations, illegally building shelters, occupying passages or rejecting paying realty management fees, etc, the owners' assembly and the owners' committee have the right, in accordance with the relevant laws, regulations and management stipulations, to request the actor to stop the infringing act, terminate the danger, remove the impediments and make compensation for the losses. Where any owner's legitimate rights and interests are infringed upon, he/she may lodge an action to the people's court in accordance with law.

Chapter VII Neighboring Relationship

Article 84 A neighboring right holder of a realty shall, in accordance with the principles of facilitating production and livelihood, solidarity and mutual aid, as well as fairness and equity, handle the neighboring relationship in a correct manner.

Article 85 In case there exists any legal provision on the disposal of neighboring relationship, such provision shall apply; in the case of no such provision,, the neighboring relationship shall be disposed of in light of the local customs.

Article 86 The holder of a realty shall provide necessary convenience for the neighboring right holders in terms of the use of water and drainage. As regards the utilization of natural running water, the neighboring right holders of a realty shall rationally distribute it. The natural current direction shall be respected when draining natural running water.

Article 87 Necessary conveniences shall be provided by the right holder of a realty where a neighboring right holder has to use his land by virtue of passage or for any other reason.

Article 88 In case the right holder of a realty has to use a neighboring land or building by virtue of the construction or repairing of a building, or the laying of wires, cables, water pipes, heating pipelines or fuel gas pipelines, etc, necessary convenience shall be provided by the right holder of such land or building.

Article 89 When constructing a building, no entity or individual may block the ventilation, lighting or sunshine of any neighboring building with violation of the relevant engineering construction standards of the state.

Article 90 No holder of realty may discard solid wastes or discharge such harmful substances as atmospheric pollutants, water pollutants, noise, light and magnetic radiation with violation of the related provisions of the state.

Article 91 The right holder of the realty may not, when excavating a land, constructing a building, laying a pipeline or installing an equipment, endanger the safety of any neighboring realty.

Article 92 Where the right holder of a realty has to use a neighboring realty by virtue of using water, drainage, passage or laying pipelines, etc, he shall make more efforts to avoid causing any damage to the right holder of the neighboring realty; He shall make corresponding compensations in case any damage is caused.

Chapter VIII Common Ownership

Article 93 A realty or chattel may be commonly owned by two or more entities or individuals. Common ownership contains several co-ownership and joint ownership.

Article 94 As regards a commonly owned realty or chattel, a several co-owner shall, on the basis of his proportion, enjoy the ownership of the realty or chattel.

Article 95 As regards a commonly owned realty or chattel, a joint owner shall, on a common basis, enjoy the ownership of the realty or chattel.

Article 96 The co-owners shall manage the commonly owned realty or chattel in accordance with stipulation; in the case of no or unclear stipulation,, all co-owners have the right and obligation of management.

Article 97 As regards the disposal or heavy repair of a commonly owned realty or chattel, unless it is stipulated otherwise by the co-owners, the consent of the several co-owners holding 2/3 shares or all joint owners shall be obtained.

Article 98 As regards the management expenses or any other liabilities of a commonly owned res, in case there exists any stipulation on these, such stipulation shall apply; in the case of no or unclear stipulation, the expenses shall be assumed by the several co-owners in accordance with their respective shares or commonly assumed by all joint owners.

Article 99 Where the co-owners of a commonly owned realty or chattel has stipulated that it is not allowed to partition the realty or chattel so as to maintain the relationship of common ownership, such stipulation shall apply; but where any co-owner has certain significant reasons for partitioning the realty or chattel, he may request the partition; in the case of no or unclear stipulation, a several co-owner may request the partition at any time, and a joint owner may request the partition where the basis for the common ownership disappears or he has certain significant reasons. In case any damage is caused by the partition causes to any other person, the corresponding compensation shall be made.

Article 100 The co-owners of a commonly owned realty or chattel may decide on through negotiation the way of partition. The real object shall be partitioned in case no agreement is achieved and the realty or chattel may be partitioned without impacting its value,;, the partition shall be executed by distributing the purchase price obtained from converting its value into money, the auction or selling off the realty or chattel in case it is difficult to partition it or its value would be affected because of the partition. Where the realty or chattel, which is obtained from the partition of a commonly owned realty or chattel by a co-owner, has any flaw, the other co-owners shall assume the losses together.

Article 101 A several co-owner may alienate his share of the commonly owned realty or chattel. And the other several co-owners have the preemptive right for purchase on an equal footing.

Article 102 As regards an obligee's right or a debt generated from a commonly owned realty or chattel, unless it is otherwise prescribed by any law or the third party is aware of the fact that the co-owner does not have the relationship of joint and several creditor's right or debt, a co-owner shall enjoy joint and several creditor's right or undertake joint and several debt in terms of external relationship. In terms of the internal relationship among the co-owners, unless it is otherwise stipulated by the co-owners, a co-owner shall enjoy the creditor's right or undertake the debt on the basis of his own share, while joint owners shall enjoy the creditor's right or undertake the debt on a common basis. In case any several co-owner overpays his share of the debt, he/she has the right to recover the overpaid amount from the other co-owners.

Article 103 In case the co-owners does not stipulate whether the commonly owned realty or chattel is under several co-ownership or joint ownership, or if the stipulation is unclear, unless there is a family relationship among the co-owners, it shall be considered as a several co-ownership.

Article 104 A several co-owner's share of a commonly owned realty or chattel shall be decided on according to his contribution amount in the case of no or unclear stipulation; each several co-owner shall enjoy an equal share where it is impossible to determine the contribution amount.

Article 105 In case two or more entities or individuals commonly own the usufractuary right or real right for security of a realty or chattel, the provisions in this Chapter shall be applicable by reference.

Chapter IX Special Provisions on Acquiring Ownership

Article 106 In case a person unauthorized to dispose a realty or chattel alienates the realty or chattel to an assignee, the owner is entitled to recover the realty or chattel. The assignee shall obtain the ownership of the realty or chattel if meeting all of the following conditions, unless it is otherwise prescribed by law: (1) to accept the realty or chattel in good faith; (2) to purchase the realty or chattel at a reasonable price; and (3) in case registration is required by law, the alienated realty or chattel shall have been registered, while in case registration is not required, the delivery thereof shall have been accomplished. In case, according to the preceding paragraph, an assignee obtains the ownership of a realty or chattel, the original owner may require the person unauthorized to dispose of the realty or chattel to compensate for his losses. In case a related party obtains any other form of real right in good faith, the preceding two

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12769

paragraphs shall apply by reference.

Article 107 The owner or any other holder has the right to recover a lost property. In case the lost property is possessed by any other person through alienation, the owner has the right to require the person unauthorized to dispose of the property to compensate for damages, or, ask the assignee to return the original property within 2 years as of the date when he knows who is the assignee. But in case the assignee purchases the lost property through auction or from a qualified operator, the holder shall, when requiring the returning of the original property, pay the assignee the amount that the assignee has paid for purchasing the property. After paying the amount, the owner has the right to recover the amount from the person unauthorized to dispose of the property.

Article 108 After a bona fide assignee obtains a realty, the original rights on the realty shall be terminated, unless the bona fide assignee has already been or ought to be aware of the right when the transfer is made.

Article 109 A lost-and-found object shall be returned to the right holder. The person finding such object shall inform the right holder to claim the object or hand it over to such related departments as the public security department in time.

Article 110 After receiving a lost-and-found object, the related department shall notify the right holder to claim the object in a timely manner in case it knows who is the right holder; it shall publish an announcement on the claiming of the lost property in a timely manner in case it does not know.

Article 111 The person who finds the object shall properly keep it before it is handed over to the related department, and the related department also shall do so before it is claimed by the right holder. Where the object is injured or lost deliberately or for gross negligence, the personnel concerned shall assume the civil liabilities.

Article 112 The right holder of the object, when obtaining a lost-and-found object, shall pay the person who finds the object or the related department such necessary expenses as the cost for safekeeping the object. Where a right holder promises to offering a reward for finding the object, he shall, when claiming the object, perform the obligation of granting the reward. Where the person who finds the object misappropriates the lost object, he/she shall be deprived of the right to ask for paying the expenses he/she has paid for safekeeping the object or require the holder to perform the obligation as promised.

Article 113 In case a lost-and-found object fails to be claimed within 6 months as of the date when the claiming announcement o is published, it shall be owned by the state.

Article 114 As regards the finding of a drifter or the discovery of an object buried underground or a hidden property, the relevant provisions on the finding of a lost-and-found property shall apply by analogy. Where there is any other provision in such laws as the law concerning the protection of cultural relics, such provisions shall prevail.

Article 115 Unless it is otherwise stipulated by the parties concerned, the accessory res shall be alienated together with the alienation of the principal res.

Article 116 Natural fruits shall be enjoyed by the owner; it shall be obtained by the holder of usufructuary right where there are both owner and holder of usufructuary right. In case there are otherwise stipulations between by the parties concerned, such stipulation shall apply. Statutory fruits shall be obtained by the parties concerned in accordance with stipulations if any; in the case of no or unclear stipulations, it shall be obtained in light of the practices of trading.

Part III Usufructuary Right Chapter X General Rules

Article 117 As regards the realty or chattel owned by someone else, a usufructuary right holder is entitled to possess, use and seek proceeds from it in accordance with law.

Article 118 As regards the natural resources that are owned by the state or that are owned by the state but used by the collective as well as those that are owned by the collective as prescribed by law, an entity or individual may possess, use and seek proceeds from them.

Article 119 Unless it is otherwise prescribed by any law, the state practices the system of paid use of natural resources.

Article 120 When exercising right, a usufructuary right holder shall comply with the provisions on protecting, reasonably exploring and utilizing resources as provided for in the laws. When the usufructuary right holder exercises rights, the owner may not intervene in.

Article 121 Where the usufructuary right is terminated or its exercise is affected for reasons of expropriation or requisition, the usufructuary right holder has the right to obtain corresponding compensations in accordance with Articles 42 and 44 of the present Law.

Article 122 The lawfully obtained right to use sea areas shall be under the protection of law.

Article 123 The mineral prospecting right, the mining right, the water intake right and the right to use water areas or tidal flats for breeding or fishery shall be under the protection of law.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12968

Chapter XI Right to the Contracted Management of Land

Article 124 Such a dual operation system, under which centralized operation and decentralized operation are combined on the basis of household contracted management, shall be practiced by any rural economic organization. As regards the cultivated land, wood land, grassland, and other land for agricultural uses that are owned by farmers' collectives as well as those that are owned by the state and used by farmers' collectives, the system of land contracted management shall be adopted.

Article 125 The holder of the right to the contracted management of land has the right to possess, utilize and seek proceeds from the cultivated land, wood land and grassland, etc. under the contracted management thereof, and is entitled to such agricultural production activities as the planting, forestry, stockbreeding, etc.

Article 126 The contractual term of cultivated land shall be 30 years. The contractual term of grassland shall be 30 up to 50 years. The contractual term of wood land shall be 30 up to 70 years. The contractual term of special forest land may, upon approval of the forestry administrative department under the State Council, be extended. After the contractual term as referred to in the preceding paragraph expires, the holder of the right to the contracted management of land may, according to the relevant provisions of the state, contract continuously.

Article 127 The right to the contracted management of land shall be established since the contract thereon goes into effect. The local people's government at the country level or above shall issue a certificate of the right to the contracted management of land, a forestry right certificate or a grassland-use right certificate to the holder, register it in the brochure so as to confirm such rights.

Article 128 The holder of the right to the contracted management of land has the right, in accordance with the provisions in the law on the contracting of rural land, to circulate his/her such right. The circulated term may not be more than the remnant term of the original contract. Any contracted land may not be used for non-agricultural constructions without approval.

Article 129 In case the right to the contracted management of land is circulated by means of exchange or transfer, where the parties concerned require for the registration of such circulation, an application for the alteration registration thereof shall be filed

to the local people's government at the county level or above. Without such registration, neither party may challenge any third party with good faith.

Article 130 The contract-letting party may not readjust the contracted land within the duration of a contract. In case it is necessary to readjust the cultivated land or grassland as contracted by virtue of such especial events as natural calamities that have materially injured the contracted land, a readjustment may, in accordance with the legal provisions in the law on the contracting of rural land and other related laws, be carried out.

Article 131 The contract-letting party may not take back the contracted land within the term of the contract. In case there exists any otherwise provision in the law on the contracting of rural land or any other law, such provision shall prevail.

Article 132 In case a contracted land is expropriated, the holder of the right to the contracted management of such land has the right to obtain corresponding compensations in accordance with Paragraph 2 of Article 42 in the present Law.

Article 133 As regards the barren land or other rural land that is contracted through bid invitation, auction, or open negotiation, etc, the right to the contracted management thereof may, according to the law on the contracting of rural land and other laws as well the related regulations of the State Council, be circulated by means of alienation, lease, equity contribution, or mortgage, etc.

Article 134 In case the contracted management is conducted over any state-owned rural land, the related provisions in the present Law shall apply by analogy.

Chapter XII Right to Use Construction Land

Article 135 The holder of the right to use construction land has the right to possess, use and seek proceeds from the land owned by the state, and shall be entitled to the construction of buildings, fixtures and their auxiliary facilities by making use of such land.

Article 136 The right to use construction land may be created separately on the surface of or above or under the land. The newly-established one may not injure the usufructuary right that has already been established.

Article 137 The right to use construction land may be created through transfer or allotment, etc. As regards the land used for purposes of industry, business, entertainment or commercial dwelling houses, etc. as well as the land with two or more intended users, the alienation thereof shall adopt such means as auction, bid

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12769

invitation or any other public bidding method. It is severely restrained to create the right to use construction land through allotment. For adopting such means, the provisions on land uses in the laws and administrative regulations shall be observed.

Article 138 In case the right to use construction land is created through auction, bid invitation, or agreement, etc., the related parties shall conclude a written contract on the transfer of such right. In general, a contract on transfer of the right to use construction land shall contain the items as follows: (1) name and domicile of the parties concerned; (2) location and acreage, etc. of the land; (3) space to be covered by buildings, fixtures and affiliated facilities thereof; (4) use purposes; (5) use term; (6) payment methods for allotment fees and other fees; and (7) dispute settlement method.

Article 139 For establishing the right to use construction land, an application for registering such right shall be submitted to the registration organ. The right to use construction land shall be established as of the accomplishment of such registration. A certificate on the right to use construction land shall be issued by the registration organ to the holder of the right to use construction land.

Article 140 The holder of the right to use construction land shall reasonably use the land and may not alter the use purpose. In case the purpose of land use needs to be altered, the approval of the relevant administrative department shall be obtained.

Article 141 The holder of the right to use construction land shall, according to the legal provisions and the contract, pay transfer fees and other fees.

Article 142 As regards the buildings, fixtures and their affiliated facilities built by the holder of the right to use construction land, the holder shall enjoy the ownership thereof, unless it is otherwise proved by any contrary evidence.

Article 143 Unless it is otherwise prescribed by any law, the holder of the right to use construction land has the right to alienate, exchange, use as equity contributions, endow or mortgage the right to use construction land.

Article 144 For alienating, exchanging, using as equity contribution, endowing, or mortgaging the right to use construction land, the parties shall enter into a corresponding written contract. The parties concerned may make stipulations on the contractual term, but which may not exceed the remnant term as stipulated in the contract on transfer of the right to use construction land.

Article 145 For alienating, exchanging, using as equity contribution, endowing, or mortgaging the right to use construction land, an application for alteration registration shall be submitted to the registration organ.

Article 146 When alienating, exchanging, using as equity contribution, endowing, or mortgaging the right to use construction land, the buildings, fixtures and affiliated facilities thereof on such land shall be disposed of at the same time.

Article 147 When alienating, exchanging, using as equity contribution, endowing, or mortgaging the buildings, fixtures and affiliated facilities thereof, the right to use construction land covered by the aforesaid buildings, fixtures and affiliated facilities thereof shall be disposed of at the same time. Article 148 Before the term of the right to use construction land expires, where it is necessary to take back the land in advance by virtue of public interests, compensations shall, according to Article 42 of this Law, be given to the houses and other realties on such land, and corresponding land transfer fees shall be returned back.

Article 149 When the term of the right to use construction land for dwelling houses expires, it shall be renewed automatically. As regards the term of the right to use construction land not for dwelling houses, the renewing shall be subject to legal provisions. In case there exists any stipulation on the ownership of houses and other realties on the aforesaid land, such stipulation shall prevail; in the case of no or unclear such stipulation, the ownership shall be determined in accordance with the provisions in the laws and administrative regulations.

Article 150 Where the right to use construction land is terminated, the transferor shall go through deregistration formalities in time, and the certificate on the right to use construction land shall be taken back by the registration organ.

Article 151 Where a piece of collectively-owned land is used as construction land, it shall be handled in accordance with the law on land administration and other related laws.

Chapter XIII Right to Use House Sites

Article 152 The holder of the right to use house sites has the right to possess and use land owned by a collective, and to construct residential houses and affiliated facilities thereof by utilizing such land.

Article 153 For acquiring, exercising and alienating the right to use house sites, the law on land administration, other related laws and the related provisions of the state shall apply.

Article 154 The right to use house site shall be terminated where a house site is terminated by virtue of any natural disaster, etc.. A villager losing a house site shall be allotted a house site again.

Article 155 The alteration or cancellation registration shall be made in time in the case of the alienation or termination of a registered right to use house sites.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12770

Chapter XIV Easement

Article 156 An easement holder shall, according to the contract, be entitled to utilize the realty of someone else so as to enhance the efficiency of his own realty. The term "realty of someone else" as referred to in the preceding Paragraph shall be the servient tenement, and "one's own realty" shall be the dominant tenement.

Article 157 For establishing an easement, the parties concerned shall enter into an written easement contract. In general, an easement contract shall contain the items as follows: (1) name and domicile of the related parties; (2) locations of servient tenement and dominant tenement; (3) purposes of use and methods; (4) use term; (5) fees and payment method; and (6) dispute settlement method.

Article 158 The easement shall be established since the easement contract comes into effect. Where the related parties considers that the registration thereof is necessary, they may apply to the registration organ for easement registration; otherwise, they may not challenge any third party with good faith.

Article 159 The holder of servient tenement shall allow an easement holder to use his/its land in accordance with the contract, and may not hamper the latter from exercising the right.

Article 160 An easement holder shall, according to the purposes and methods as stipulated in the contract, use the servient tenement, and make efforts to reduce the real right restrictions on the holder of the servient tenement.

Article 161 The easement term shall be stipulated by the related parties, however, it can not be longer than the remnant term of such usufructuary rights as the right to the contracted management of land, the right to use construction land, etc.

Article 162 As regards the easement enjoyed or assumed by the owner of the land, where the right to the contracted management of land or the right to use house site is created, holders of such rights the right to the contracted management of land or rights may continuously enjoy or assume such established easement.

Article 163 Where any such usufructuary right as the right to the contracted management of land, the right to use house site, etc on the land has already been established, the land owner may, without consent of the aforesaid usufructuary right

holder, not establish any easement.

Article 164 The easement may not be transferred alone. Unless it is otherwise stipulated by the contract, where any such usufructuary right as the right to the contracted management of land, the right to use construction land, the right to use house site, etc is alienated, the easement shall be alienated at the same time.

Article 165 The easement may not be mortgaged alone. Where the right to the contracted management of land or the right to use construction land, etc. is mortgaged, when such mortgage is realized, the easement shall be alienated simultaneously.

Article 166 When the dominant tenement as well as the right to the contracted management of land, the right to use construction land or the right to use house site thereon are partially alienated, the transferee shall enjoy the easement simultaneously in case the easement is involved in the alienated part,.

Article 167 When the servient tenement as well as the right to the contracted management of land, the right to use construction land thereon are partially alienated, the easement shall be binding on the alienatee if the easement is involved in alienated part.

Article 168 The holder of the servient tenement has the right to rescind the easement contract in case an easement holder is under any of the following circumstances, and the easement shall be terminated: (1) to go against the legal provisions or the contract, or misuse the easement; or (2) as regards the paid use of servient tenement, upon expiration of the stipulated time limit for payment, fails to pay fees within a reasonable period for two times after being urged to do so.

Article 169 For changing, alienating or eliminating the registered easement, the alteration or cancellation registration shall be go through in a timely manner.

Part IV Real Rights for Security Chapter XV General Rules

Article 170 Where the obligor fails to pay its due debts or any circumstance for realizing real rights for security as stipulated by the parties concerned happens, the holder of real rights for security shall enjoy preferred payments from the property for security, except that it is otherwise provided for by any law.

Article 171 According to the present Law or any other law, an obligee may, in such civil activities as loans or sales, establish the real rights for security in case the security is required for ensuring the realization of its/his credits. Where a third party provides security to the obligee for an obligor, countersecurity from the obligor may

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12771

be required. The countersecurity shall be pursuant to the present Law and other related laws.

Article 172 For establishing real rights for security, a security contract shall be entered into in accordance with the present Law and the other related laws. A security contract shall be a subordinate one to the principal contract. Unless it is otherwise prescribed by any law, the security contract shall be invalid when the principal contract is nullified. After a security contract is confirmed to be nullified, the obligor, the security provider and the obligee that has faults shall, in light of their respective faults, undertake corresponding civil liabilities.

Article 173 The security range shall cover principal obligee's rights and their interests, default fines, damages as well as expenses for keeping the property for security and for realizing the real rights for security. In case there are otherwise stipulations between the related parties, such stipulations shall prevail.

Article 174 In case, during the security term, the property for security is damaged, lost or expropriated, the security holder may seek preferred payments from the insurance money, damages or indemnities, etc. incurred therefrom. If the term for performing the obligee's rights as secured has not expired, such insurance money, damages or indemnities, etc. may be submitted to a competent authority for keeping.

Article 175 As regards any security provided by a third party, where the obligee, without obtaining the written consent of the third party, allows the obligor to transfer all or part of its obligations, the security provider does not have to undertake corresponding security liabilities any more.

Article 176 As regards a secured credit involving both physical and personal security, where the obligor fails to pay its due debts or any circumstance as stipulated by the parties concerned for realizing the property for security happens, the obligee shall realize the obligee's rights as stipulated; in the case of no or unclear such stipulation, and where the obligor provides his/its own property for the security, the obligee's rights shall be realized firstly by the security in property; and if the security by property is provided by a third party, the obligee may, by the physical security or through requiring the guarantor to assume the guaranty liability, realize the obligee's rights. The third party has the right,, after undertaking the security liability, to recover payments from the obligor.

Article 177 Real rights for security may be terminated under any of the following circumstances: (1) The principal obligee's rights are terminated; (2) The real rights for security have been realized; (3) The obligee waives the real rights for security; or (4) Any other circumstance under which the real rights for security will be terminated as provided for by any law.

Article 178 Where any provision in the Security Law conflicts with that of the present Law, the latter shall prevail.

Chapter XVI Mortgage Right

Section 1 General Mortgage Right

Article 179 In order to ensure the payment of debts, an obligor or a third party mortgages his/its properties to the obligee without transferring the possession of such properties, and when the obligor fails to pay due debts or any circumstance as stipulated by the parties concerned for realizing the mortgage right happens, the obligee has the right to seek preferred payments from such properties. The "obligor" or "third party" as referred to in the preceding paragraph shall be the mortgagor, the "obligee" shall be the mortgagee, while the "properties for security" shall be the mortgaged properties.

Article 180 As regards the following properties that the obligor or the third party has the right to dispose of, mortgage may be established thereon : (1) buildings and other objects fixed to land; (2) the right to use construction land; (3) the right to contracted management of such land as barren land, etc. that is acquired through bid invitation, auction and public consultation, etc.; (4) manufacturing facilities, raw materials, semi-manufactured goods and finished products; (5) buildings, vessels and aircraft under construction; (6) means of communications and transportation; and (7) other properties not prohibited from being mortgaged by any law or administrative regulation. All the properties listed in the previous paragraph may be mortgaged together by a mortgagor.

Article 181 An enterprise, individual industrial and commercial household or agricultural production operator may, upon the written agreement between the parties concerned, mortgage the existing manufacturing facilities, raw materials, semi-manufactured goods and finished products or those to be owned in future, and when the obligor fails to pay its/his due debts or any circumstance as stipulated by the parties concerned for realizing the right to mortgage arises, the obligee has the right to seek preferred payments from the chattels existing at the time of the realization of the right to mortgage.

Article 182 For mortgaging building, the right to use construction land within the area of this building shall be mortgaged together. When mortgaging the right to use construction land, all the buildings on such land shall be mortgaged together. Where a mortgagor fails to mortgage the properties in accordance with the provisions in the preceding paragraph, the properties not mortgaged shall be treated as having been mortgaged together.

DIRECCIÓN DE COMERCIO EXTERIOR 244
Versión Pública:
Folio No. 12772

Article 183 As regards the right to use construction land of a township or village enterprise, mortgages may not be alone established thereon. Where the plant of a township and village enterprise is mortgaged, the right to use construction land within the area of such plant shall be mortgaged together.

Article 184 Any of the following properties may not be mortgaged: (1) ownership of land; (2) the right to use such collectively-owned land as cultivated land, house sites, land and hilly land allotted for private use, etc, except for those mortgagable as prescribed by any law; (3) educational, medical, healthy and other public welfare facilities of such institutions and social groups with the aim of benefiting the public as schools, kindergartens, hospitals, etc; (4) properties with unclear or controversial ownership or use rights; (5) properties legally confiscated, seized or controlled; or (6) other properties that cannot be mortgaged as prescribed by any law or administrative regulation. Article 185 For establishing a mortgage right, the parties concerned shall enter into a written mortgage contract. In general, a mortgage contract shall contain the items as follows: (1) the variety and sum of the secured obligee's rights; (2) the time limit to pay debts by the obligor; (3) the name, amount, quality, situation, location, attribution of ownership or use right of the mortgaged property; and (4) the security scope.

Article 186 The mortgagee and the mortgagor may, prior to the expiration of the time limit for paying debts, not stipulate that the ownership of the mortgaged property will attributed to the obligee when the obligor fails to pay its due debts.

Article 187 In case properties as provided for in Items (1), (2) and (3) of Paragraph 1 of Article 180 in the present Law or a building under construction in Item (5) are mortgaged, the mortgage registration shall be gone through, and such mortgage right shall be established as of the date of registration.

Article 188 In case properties as provided for in Items (4) or (6) of Paragraph 1 of Article 180 of the present Law or a vessel or aircraft under construction as provided for in Item (5) are mortgaged, the mortgage right shall be established since the mortgage contract comes into effect; without the registration, the mortgage right may not challenge any third party with good faith.

Article 189 As regards the mortgage of the chattels prescribed in Article 181 of the present Law provided by an enterprise, individual industrial and commercial household or agricultural production operator, registration shall be handled by the administrative department for industry and commerce at the locality of the mortgagor. The mortgage right shall be established since the mortgage contract comes into effect; without the registration, such mortgage right may not challenge any third party with good faith. The mortgage as provided for in Article 181 of the present Law may not challenge the buyer which has paid a reasonable price and obtained the mortgaged

property in normal business operations.

Article 190 Where the mortgaged property has been leased prior to the entering into of the mortgage contract, the original leasehold relations may not be impacted by the mortgage right. Where it is leased after the establishment of the mortgage right, the leasehold relation may be challenge the registered mortgage right.

Article 191 Where a mortgagor alienates, upon consent of the mortgagee, the mortgaged property during the mortgage term, the money generated from such alienation shall be used to pay off debts to the mortgagee in advance or be submitted to a competent authority for keeping. The value exceeding the obligee's rights shall be attributed to the mortgagor, and the gap shall be paid off by the obligor. Without the mortgagee's consent, a mortgagor may not alienate the mortgaged property during the mortgage term,, unless the transferee pays off the debts on behalf of the mortgagor so as to terminate the mortgage right.

Article 192 The mortgage right may not be alienated alone, or be used as a security for other obligee's rights by departing from the obligee's rights. Unless it is otherwise prescribed by any law or is otherwise stipulated by the parties concerned, when the obligee's rights are alienated, the mortgage right thereof shall be alienated concurrently.

Article 193 Where any act of the mortgagor may sufficiently cause the reduction of the value of the mortgaged property, the mortgagee has the right to require the mortgagor to cease such act. Where the value of the mortgaged property has been lowered, the mortgagee has the right to require the mortgagor to recover the value, or provide a security equal to the reduced value. Where the mortgagor neither recovers the value nor provides any security, the mortgagee has the right to require the obligor to pay off the debts in advance.

Article 194 A mortgagee may abandon the mortgage right or the sequence thereof. A mortgagee and a mortgagor may, through negotiations, alter the sequence of the mortgage right or the amount of secured obligee's rights, etc., however, such alteration may not produce unfavorable influences on any other mortgagee without the written consent thereof. Where an obligor creates the mortgage by its/his own properties, and the mortgagee abandons the mortgage right or the sequence thereof or alter such mortgage right, other security providers shall, within the scope for which the said mortgagee has lost the right to seek preferred payments, be exempted from the security liability, unless any of other security providers promises to provide the security all the same.

Article 195 When the obligor fails to pay its/his due debts or any circumstance as stipulated by the parties concerned for realizing the right to mortgage arises, the mortgagee may, upon negotiation with the mortgagor, convert the mortgaged property

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12773
245

into money or seek preferred payments from the money generated from the auction or sale of the mortgaged property. Where the said agreement has injured the interests of any other obligee, the obligee may, within one year after he/it has known or should know the cause for cancellation, require the people's court to cancel such agreement. Where no agreement on the means of realizing the mortgage right is achieved between the mortgagee and the mortgagor, the mortgagee may require the people's court to auction or sell off the mortgaged property. When converting into money or selling off the mortgaged property, its marker price shall be referred to.

Article 196 As regards the mortgage created in accordance with Article 181 of the present Law, the mortgaged property shall be determined when any of the following circumstances arises: (1) Upon expiration of the time limit for paying debts, the obligee's rights have not been realized; (2) The mortgagor has been declared bankrupt or has been canceled; (3) Other circumstances as stipulated by the parties concerned occurs for realizing the mortgage right; or (4) Any other circumstance seriously impacting the realization of obligee's rights.

Article 197 When the obligor fails to pay its/his due debts or any circumstance as stipulated by the parties concerned for realizing the mortgage right arises, and the mortgaged property is thus seized by the people's court in accordance with law, the mortgagee has the right to collect natural or statutory fruits of the mortgaged property as of the date of seizure, unless the mortgagee has failed to inform the subject liable to pay off statutory fruits. As regards the "fruits" as referred to in the preceding paragraph, they shall be firstly used for paying the collection expenses thereof.

Article 198 The value exceeding the obligee's rights shall be attributed to the mortgagor, and the gap shall be paid off by the obligor, after the mortgaged property has been converted into money, auctioned or sold off.

Article 199 In case a same property is mortgaged to two or more obligees concurrently, the money generated from the auction or sale of the mortgaged property shall be used for paying debts in light of the prescriptions as follows: (1) In case all the mortgage rights to have been registered, the payments shall be made according to the registration sequence; and where the sequence is the same, the payments shall be made on the basis of the proportion of obligee's rights; (2) The registered mortgage right shall be cleared off prior to the unregistered one; and (3) In case no mortgage right has been registered, the payments shall be made on basis of the proportion of obligee's rights.

Article 200 The buildings newly constructed on the land after the mortgage of the right to use construction land may not belong to the mortgaged properties. Such newly-constructed buildings can be disposed of together with the disposal of the aforesaid right to use construction land so as to realize the mortgage right, however, the mortgagee has no right to seek preferred payments from the money generated

from the disposal of these newly-constructed buildings.

Article 201 As regards the mortgage of the right to the contracted management of land as provided for in Item (3) of Paragraph 1 of Article 180 of the present Law or the right to use construction land occupied by the plant or any other building of a township or village enterprise as prescribed in Article 183 of the present Law, after such mortgage right is realized, without completing the statutory procedures, the nature of land ownership or land use may not be altered.

Article 202 A mortgagee shall, within the limitation of action for the principal obligee's rights, exercise the mortgage right, otherwise, such mortgage right will not be protected by the people's court.

Section 1I Mortgage Right at Maximum Amount

Article 203 For ensuring the payment of debts, an obligor or third party may provide mortgage security to the obligee for the obligee's rights that will continuously happen within a certain term, and when the obligor fails to pay its/his due debts or any circumstance as stipulated by the parties concerned for realizing the mortgage right happens, the mortgagee has the right to seek preferred payments from the security properties within the maximum amount of obligee's rights. The obligee's rights existing prior to the establishment of the mortgage right at maximum amount may, upon the consent of the parties concerned, be incorporated into the scope of obligee's rights under the mortgage security at maximum amount.

Article 204 Unless it is otherwise stipulated by the parties concerned, in case part of obligee's rights are transferred prior to the establishment of the mortgage security at maximum amount, the mortgage right at maximum amount may not be transferred.

Article 205 Prior to the determination of the obligee's rights under the mortgage security at maximum amount, the mortgagee and the mortgagor may, upon agreement, alter the term for the determination of the obligee's rights, the scope of obligee's rights or the maximum amount of obligee's rights, however, such alteration may not cause any unfavorable influence to any other mortgagee.

Article 206 The mortgagee's obligee's rights shall be determined, if any of the following circumstances occurs,: (1) The stipulated term for the determination of the obligee's rights expires; (2) In case there is no stipulation on such term or the related stipulations are not explicit, and where the mortgagee or the mortgagor requires determine the obligee's rights after two years as of the date for the establishment of the mortgage right at maximum amount; (3) no new obligee's right may happen; (4) The mortgaged property is sealed up or seized; (5) The obligor or the mortgagor is

declared bankrupt or is revoked; or (6) Any other circumstance as prescribed by any other law for determining the obligee's rights arises.

Article 207 The mortgage right at maximum amount shall be governed by, in addition to the provisions in this Section, the provisions on general mortgage right as provided for in Section 1 of this Chapter.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12774

Chapter XVII Pledge Right

Section 1 Chattel Pledge

Article 208 For the security of the payment of debts, an obligor or a third party may pledge his (its) chattels to the obligee for occupation, and when the obligor fails to pay due debts or any circumstance for realizing the pledge right as stipulated by the parties happens, the obligee has the right to seek preferred payments from the pledged chattels. The "debtor" or "third party" as referred to in the preceding paragraph shall be the pledger, the "obligee" shall be the pledgee, and the "chattels" as delivered shall be the pledged property.

Article 209 The chattels, which are forbidden from being pledged by any law or administrative regulation, may not be pledged.

Article 210 For establishing the pledge right, the parties concerned shall enter into a contract on pledge right in written form. In general, a contract on pledge right shall contain the following items: (1) the variety and amount of the principal obligee's rights; (2) the time limit for the obligor to pay off debts; (3) the name, amount, quality and condition of the pledge; (4) the scope of security; and (5) the time for the deliver of pledged properties.

Article 211 The pledgee and the pledger may not, prior to the time limit for paying debts expires, stipulate that the ownership of pledged properties be attributed to the obligee when the obligor fails to pay due debts.

Article 212 The pledge right shall be established after the pledgee has delivered the pledged properties.

Article 213 Unless it is otherwise stipulated in the contract, a pledgee has the right to obtain the fruits of the pledged properties. The "fruits" as referred to in the preceding paragraph shall be firstly used for paying the expenses for collecting the fruits.

Article 214 Where a pledgee, without consent of the pledger, illegally uses or disposes of the pledged properties within the duration of the pledge right, and thus damages are

caused to the pledger, he/it shall make compensations.

Article 215 A pledgee shall be obliged to properly keep pledged properties; and where pledged properties are damaged or lost by virtue of improper keeping, the pledgee shall make compensations. Where pledged properties may be damaged or lost by act of the pledgee, the pledger may ask for the pledgee to submit them to a competent authority for keeping or require pay debts in advance and take back them.

Article 216 Where any cause not attributable to t the pledge' fault may result in the destruction of the pledged properties or an obvious decrease of the value of the pledge, and which is sufficient to damage the pledgee's rights, the pledgee has the right to require the pledger to provide corresponding security. Where the pledger refuses to do so, the pledgee may auction or sell off the pledged properties, and may, by negotiating with the pledger, seek preferred payments for the obligee's rights in advance with the money generated from such auction or sell-off, or submit the said money to a competent authority for keeping.

Article 217 Where a pledgee transfers, without consent of the pledger, the pledge within the duration of the pledge right, and thus destroy or loss are caused to the pledged properties, he/it shall make compensations to the pledger.

Article 218 A pledgee may abandon the pledge right. Where an obligor provide the pledge right by his/its own properties, and the pledgee abandons the pledge right, unless any of other security providers promises to provide the security all the same, other security providers' security liability will be exempted within the scope for which the pledgee has lost the right to seek preferred payments.

Article 219 Where the obligor has paid off the debts or the pledger has fulfilled the secured obligee's rights in advance, the pledgee shall return the pledged properties. Where an obligor fails to pay off its due debts or any circumstance for realizing the pledge right as stipulated by the parties concerned happens, the pledgee may, by negotiating with the pledger, convert the pledge into money or seek preferred payments from the money generated from the auction or sell-off of the pledged properties. When converting the pledged properties into money or selling off them, their market price shall be referred to.

Article 220 A pledger may, upon expiration of the time limit for paying debts, request the pledgee to exercise the pledge right in a timely manner; if the pledgee fails to do so, the pledger may ask for the people's court to auction or sell off the pledged properties. Where a pledger has requested the pledgee to exercise the pledge right in a timely manner, but the pledgee is lazy to do so and thus damages are caused, the pledgee shall make compensations.

Article 221 After pledged properties are converted into money, auctioned or sold off,

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12775

the value exceeding the obligee's rights shall be attributed to the pledger, and the gap shall be paid off by the obligor.

Article 222 The pledger and the pledgee may, upon negotiation, set up the pledge right of maximum amount. The pledge right of maximum amount shall be governed by, in addition to the related provisions in this Section, the provisions on mortgage right at maximum amount prescribed in Section 1I of Chapter 16 of the present Law by reference.

Section 1I Right Pledge

Article 223 Pledge may be established on any of the following rights which an obligor or third party has the right to dispose of: (1) money orders, checks, and cashier's checks; (2) bonds and deposit receipts; (3) warehouse receipts and lading bills; (4) transferable fund units and stock rights; (5) such transferable property rights in intellectual property as exclusive trademark rights, patent rights, copyrights, etc; (6) account receivables; or (7) other property rights that can be pledged as prescribed by any law or administrative regulation.

Article 224 The parties concerned shall conclude a written contract for the pledge of a money order, check, cashier's check, securities, deposit receipt, warehouse receipt or bill of lading. The pledge right shall be established after the deliver of the title certificate of the pledge to the pledgee. In case there is no title certificate, the pledge right shall be established after the related department has handled the registration of the pledge.

Article 225 The pledgee may make redemption or pick up the goods, and may, by negotiating with the pledger, seek preferred payments in advance with the redeemed money or the picked up goods, or submit the said money or goods to a competent authority for keeping, in case the date of redemption or delivery of the money order, check, cashier's check, bonds, deposit receipt, warehouse receipt or lading bill of is prior to the deadline of principal obligee's rights.

Article 226 The parties concerned shall enter into a written contract for the pledge of fund units or stock rights. As regards the pledge of fund units or the stock rights that are registered in the securities depository and clearing institution, the pledge right shall be established after the securities depository and clearing institution has handled the registration of the pledge. As regards the pledge of other stock rights, the pledge right shall be established after the administrations for industry and commerce has handled the registration of the pledge. After the fund units or stock rights have been pledged, unless it is otherwise agreed to by the pledger and the pledgee upon negotiations, they may not be alienated. As regards the money incurred from the transfer of fund units or stock rights, the pledger shall fulfill the obligee's rights to the pledgee in advance with it, or submit it to a competent authority for keeping.

Article 227 As regards the pledge such property rights in the intellectual property as registered trademark rights, patent rights, copyrights, etc, the parties concerned shall enter into a written contract, and the pledge right shall be established after the related competent authority has handled the registration of the pledge. After the property rights in the intellectual property have been pledged, unless it is otherwise agreed to between the pledger and the pledgee upon negotiations, the pledger may not alienate the pledge or permit anyone else to use it. As regards the money incurred from the alienation of the pledged intellectual property or the permission of anyone else to use it, the pledger shall use it to fulfill the obligee's rights in advance, or submit it to a competent authority for keeping.

Article 228 As regards the pledge of receivables, the parties concerned shall enter into a written contract, and the pledge right shall be established after the related credit rating institution has handled the registration of the pledge. After the receivables have been pledged, unless it is otherwise agreed on by the pledger and the pledgee upon negotiations, the pledger may not alienate the pledged receivables. As regards money incurred form the alienation of accounts receivable, the pledger shall use it to fulfill the obligee's rights in advance, or submit it to a competent authority for keeping.

Article 229 The pledge of rights shall be governed by, in addition to the provisions prescribed in this Section, the provisions in Section 1 of this Chapter on the pledge of chattels.

Chapter XVIII Lien

Article 230 Where an obligor fails to pay off its due debts, the obligee may take lien of the chattels that are owned by the obligor and lawfully occupied by the obligee, and has the right to seek preferred payments from such chattels. The "obligee" as referred to in the preceding Paragraph shall be the lienor, and the occupied chattels shall be the property under lien.

Article 231 The chattels taken as lien by the obligee and the obligee's rights shall fall into a same legal relationship, except for the lien between enterprises.

Article 232 As regards chattels of which no lien may be taken as prescribed by law or stipulated by the parties concerned, lien may not be taken of them.

Article 233 Where a property under lien is a divisible object, its value shall be equal to the amount of debts.

Article 234 A lienor shall assume the obligation to properly keep the property under

DIRECCIÓN DE COMERCIO EXTERIO 248
Versión Pública:
Folio No. 12776

lien, and shall make compensations in case the property under lien is damaged or lost by virtue of improper safekeeping.

Article 235 A lienor has the right to obtain the fruits generated from the property under lien. The "fruits" as referred to in the preceding paragraph shall be firstly used for the payments of the expenses for collecting the fruits.

Article 236 A lienor shall, after the property is taken as lien, stipulate with the obligor the term for the fulfillment of the obligee's rights; and in caseof no or unclear stipulation, two months or more shall be given to the obligor for fulfilling the obligee's rights, except for such chattels that are not easy to be kept as fresh goods, perishable goods, etc.. Where the obligor fails to fulfill within the time limit, the lienor may convert the property under lien into money by negotiating with the obligor, or seek preferred payments from the money generated from the auction or sell-off the property under lien. When the property under lien is converted into money or sold off, its market price should be referred to.

Article 237 An obligor may, upon expiration of the time limit for fulfilling the obligee's rights, require the lienor to exercise the lien; and where the lienor fails to do so, the obligor may ask for the people's court to auction or sell off the property under lien.

Article 238 The obligor shall after the property under lien is converted into money, auctioned or sold off, enjoy the ownership of the value exceeding the obligee's rights or make up shall be attributed to the gap.

Article 239 The lienor has the right to seek preferred payments in case the right to mortgage or the right of pledge has been established on a chattel before it is taken as lien.

Article 240 The lien shall perish in case a lienor losses the possession of the property under lien or accepts other security separately provided by the obligor.

Part V Possession Chapter XIX Possession

Article 241 In case the possession occurs on the basis of a contractual relationship, the related stipulations in the contract shall be apply to the use, proceedings and default liability of the realty or chattel concerned; and the relevant legal provisions shall apply if there is no such stipulation in the contract or the stipulations are not clear,.

Article 242 Where a possessor causes infringes to the realty or chattel under his (its) possession when using them, it/he shall make compensations if being malicious.

Article 243 Where a realty or chattel is possessed by a possessor, the holder may ask for the return of original object and fruits thereof, but necessary expenses for the maintenance of this realty or chattel paid by the bone fide possessor shall be paid possessor l.

Article 244 Where a realty or chattel under possession is damaged or lost, the possessor shall return the insurance money, damages or indemnities for the said destruction or loss to the holder if the holder requires compensations; and a malicious possessor shall make compensations in case the impairment to the holder has not been sufficiently made up.

Article 245 Where a realty or chattel under possession is encroached on, the possessor has the right to require the return of the original object; where any act impairs the possession, the possessor has the right to request the termination of impairment or danger; and where any damage is caused by virtue of encroachment or interference, the possessor has the right to require compensations. The claim of a possessor for returning the original object shall perish, if the possessor fails to exercise it within one year as of the date of encroachment. Supplementary Rules

Article 246 A local regulation may, before any law or administrative regulation prescribes the scope, organ and measures for uniform registration of realties, provide for related matters in accordance with the related provisions in the present Law.

Article 247 The present Law shall enter into force as of October 1, 2007.

2777
249

中华人民共和国主席令

第 六十二 号

《中华人民共和国物权法》已由中华人民共和国第十届全国人民代表大会第五次会议于2007年3月16日通过，现予公布，自2007年10月1日起施行。

中华人民共和国主席　胡锦涛

2007年3月16日

中华人民共和国物权法

（2007年3月16日第十届全国人民代表大会第五次会议通过）

目　　录

第一编　总　　则

第一章　基本原则

第二章　物权的设立、变更、转让和消灭

第一节　不动产登记

第二节　动产交付

第三节　其他规定

第三章　物权的保护

第二编　所有权

第四章　一般规定

第五章　国家所有权和集体所有权、私人所有权

第六章　业主的建筑物区分所有权

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12777

第七章　相邻关系

第八章　共　　有

第九章　所有权取得的特别规定

第三编　用益物权

第十章　一般规定

第十一章　土地承包经营权

第十二章　建设用地使用权

第十三章　宅基地使用权

第十四章　地役权

第四编　担保物权

第十五章　一般规定

第十六章　抵押权

第一节　一般抵押权

第二节　最高额抵押权

第十七章　质　　权

第一节　动产质权

第二节　权利质权

第十八章　留置权

第五编　占　　有

第十九章　占　　有

附　　则

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12778

第一编 总 则

第一章 基本原则

第一条 为了维护国家基本经济制度，维护社会主义市场经济秩序，明确物的归属，发挥物的效用，保护权利人的物权，根据宪法，制定本法。

第二条 因物的归属和利用而产生的民事关系，适用本法。

本法所称物，包括不动产和动产。法律规定权利作为物权客体的，依照其规定。

本法所称物权，是指权利人依法对特定的物享有直接支配和排他的权利，包括所有权、用益物权和担保物权。

第三条 国家在社会主义初级阶段，坚持公有制为主体、多种所有制经济共同发展的基本经济制度。

国家巩固和发展公有制经济，鼓励、支持和引导非公有制经济的发展。

国家实行社会主义市场经济，保障一切市场主体的平等法律地位和发展权利。

第四条 国家、集体、私人的物权和其他权利人的物权受法律保护，任何单位和个人不得侵犯。

第五条 物权的种类和内容，由法律规定。

第六条 不动产物权的设立、变更、转让和消灭，应当依照法律规定登记。动产物权的设立和转让，应当依照法律规定交付。

第七条 物权的取得和行使，应当遵守法律，尊重社会公德，不得损害公共利益和他人合法权益。

第八条 其他相关法律对物权另有特别规定的，依照其规定。

第二章 物权的设立、变更、转让和消灭

第一节　不动产登记

第九条　不动产物权的设立、变更、转让和消灭，经依法登记，发生效力；未经登记，不发生效力，但法律另有规定的除外。

依法属于国家所有的自然资源，所有权可以不登记。

第十条　不动产登记，由不动产所在地的登记机构办理。

国家对不动产实行统一登记制度。统一登记的范围、登记机构和登记办法，由法律、行政法规规定。

第十一条　当事人申请登记，应当根据不同登记事项提供权属证明和不动产界址、面积等必要材料。

第十二条　登记机构应当履行下列职责：

（一）查验申请人提供的权属证明和其他必要材料；

（二）就有关登记事项询问申请人；

（三）如实、及时登记有关事项；

（四）法律、行政法规规定的其他职责。

申请登记的不动产的有关情况需要进一步证明的，登记机构可以要求申请人补充材料，必要时可以实地查看。

第十三条　登记机构不得有下列行为：

（一）要求对不动产进行评估；

（二）以年检等名义进行重复登记；

（三）超出登记职责范围的其他行为。

第十四条　不动产物权的设立、变更、转让和消灭，依照法律规定应当登记的，自记载于不动产登记簿时发生效力。

第十五条　当事人之间订立有关设立、变更、转让和消灭不动产物权的合同，除法律另有规定或者合同另有约定外，自合同成立时生效；未办理物权登记的，

228
DIRECCIÓN DE COMERCIO EXTERIOR 251
Versión Pública:
Folio No. 12779

不影响合同效力。

第十六条 不动产登记簿是物权归属和内容的根据。不动产登记簿由登记机构管理。

第十七条 不动产权属证书是权利人享有该不动产物权的证明。不动产权属证书记载的事项，应当与不动产登记簿一致；记载不一致的，除有证据证明不动产登记簿确有错误外，以不动产登记簿为准。

第十八条 权利人、利害关系人可以申请查询、复制登记资料，登记机构应当提供。

第十九条 权利人、利害关系人认为不动产登记簿记载的事项错误的，可以申请更正登记。不动产登记簿记载的权利人书面同意更正或者有证据证明登记确有错误的，登记机构应当予以更正。

不动产登记簿记载的权利人不同意更正的，利害关系人可以申请异议登记。登记机构予以异议登记的，申请人在异议登记之日起十五日内不起诉，异议登记失效。异议登记不当，造成权利人损害的，权利人可以向申请人请求损害赔偿。

第二十条 当事人签订买卖房屋或者其他不动产物权的协议，为保障将来实现物权，按照约定可以向登记机构申请预告登记。预告登记后，未经预告登记的权利人同意，处分该不动产的，不发生物权效力。

预告登记后，债权消灭或者自能够进行不动产登记之日起三个月内未申请登记的，预告登记失效。

第二十一条 当事人提供虚假材料申请登记，给他人造成损害的，应当承担赔偿责任。

因登记错误，给他人造成损害的，登记机构应当承担赔偿责任。登记机构赔偿后，可以向造成登记错误的人追偿。

第二十二条 不动产登记费按件收取，不得按照不动产的面积、体积或者价款的比例收取。具体收费标准由国务院有关部门会同价格主管部门规定。

第二节　动产交付

第二十三条　动产物权的设立和转让，自交付时发生效力，但法律另有规定的除外。

第二十四条　船舶、航空器和机动车等物权的设立、变更、转让和消灭，未经登记，不得对抗善意第三人。

第二十五条　动产物权设立和转让前，权利人已经依法占有该动产的，物权自法律行为生效时发生效力。

第二十六条　动产物权设立和转让前，第三人依法占有该动产的，负有交付义务的人可以通过转让请求第三人返还原物的权利代替交付。

第二十七条　动产物权转让时，双方又约定由出让人继续占有该动产的，物权自该约定生效时发生效力。

第三节　其他规定

第二十八条　因人民法院、仲裁委员会的法律文书或者人民政府的征收决定等，导致物权设立、变更、转让或者消灭的，自法律文书或者人民政府的征收决定等生效时发生效力。

第二十九条　因继承或者受遗赠取得物权的，自继承或者受遗赠开始时发生效力。

第三十条　因合法建造、拆除房屋等事实行为设立或者消灭物权的，自事实行为成就时发生效力。

第三十一条　依照本法第二十八条至第三十条规定享有不动产物权的，处分该物权时，依照法律规定需要办理登记的，未经登记，不发生物权效力。

第三章　物权的保护

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. J2780

第三十二条　物权受到侵害的，权利人可以通过和解、调解、仲裁、诉讼等途径解决。

第三十三条　因物权的归属、内容发生争议的，利害关系人可以请求确认权利。

第三十四条　无权占有不动产或者动产的，权利人可以请求返还原物。

第三十五条　妨害物权或者可能妨害物权的，权利人可以请求排除妨害或者消除危险。

第三十六条　造成不动产或者动产毁损的，权利人可以请求修理、重作、更换或者恢复原状。

第三十七条　侵害物权，造成权利人损害的，权利人可以请求损害赔偿，也可以请求承担其他民事责任。

第三十八条　本章规定的物权保护方式，可以单独适用，也可以根据权利被侵害的情形合并适用。

侵害物权，除承担民事责任外，违反行政管理规定的，依法承担行政责任；构成犯罪的，依法追究刑事责任。

第二编　所有权

第四章　一般规定

第三十九条　所有权人对自己的不动产或者动产，依法享有占有、使用、收益和处分的权利。

第四十条　所有权人有权在自己的不动产或者动产上设立用益物权和担保物权。用益物权人、担保物权人行使权利，不得损害所有权人的权益。

第四十一条　法律规定专属于国家所有的不动产和动产，任何单位和个人不能取得所有权。

第四十二条 为了公共利益的需要，依照法律规定的权限和程序可以征收集体所有的土地和单位、个人的房屋及其他不动产。

征收集体所有的土地，应当依法足额支付土地补偿费、安置补助费、地上附着物和青苗的补偿费等费用，安排被征地农民的社会保障费用，保障被征地农民的生活，维护被征地农民的合法权益。

征收单位、个人的房屋及其他不动产，应当依法给予拆迁补偿，维护被征收人的合法权益；征收个人住宅的，还应当保障被征收人的居住条件。

任何单位和个人不得贪污、挪用、私分、截留、拖欠征收补偿费等费用。

第四十三条 国家对耕地实行特殊保护，严格限制农用地转为建设用地，控制建设用地总量。不得违反法律规定的权限和程序征收集体所有的土地。

第四十四条 因抢险、救灾等紧急需要，依照法律规定的权限和程序可以征用单位、个人的不动产或者动产。被征用的不动产或者动产使用后，应当返还被征用人。单位、个人的不动产或者动产被征用或者征用后毁损、灭失的，应当给予补偿。

第五章 国家所有权和集体所有权、私人所有权

第四十五条 法律规定属于国家所有的财产，属于国家所有即全民所有。

国有财产由国务院代表国家行使所有权；法律另有规定的，依照其规定。

第四十六条 矿藏、水流、海域属于国家所有。

第四十七条 城市的土地，属于国家所有。法律规定属于国家所有的农村和城市郊区的土地，属于国家所有。

第四十八条 森林、山岭、草原、荒地、滩涂等自然资源，属于国家所有，但法律规定属于集体所有的除外。

第四十九条 法律规定属于国家所有的野生动植物资源，属于国家所有。

第五十条 无线电频谱资源属于国家所有。

DIRECCIÓN DE COMERCIO EXTERIOR 230
Versión Pública 253
Folio No. 2781

第五十一条 法律规定属于国家所有的文物，属于国家所有。

第五十二条 国防资产属于国家所有。

铁路、公路、电力设施、电信设施和油气管道等基础设施，依照法律规定为国家所有的，属于国家所有。

第五十三条 国家机关对其直接支配的不动产和动产，享有占有、使用以及依照法律和国务院的有关规定处分的权利。

第五十四条 国家举办的事业单位对其直接支配的不动产和动产，享有占有、使用以及依照法律和国务院的有关规定收益、处分的权利。

第五十五条 国家出资的企业，由国务院、地方人民政府依照法律、行政法规规定分别代表国家履行出资人职责，享有出资人权益。

第五十六条 国家所有的财产受法律保护，禁止任何单位和个人侵占、哄抢、私分、截留、破坏。

第五十七条 履行国有财产管理、监督职责的机构及其工作人员，应当依法加强对国有财产的管理、监督，促进国有财产保值增值，防止国有财产损失；滥用职权，玩忽职守，造成国有财产损失的，应当依法承担法律责任。

违反国有财产管理规定，在企业改制、合并分立、关联交易等过程中，低价转让、合谋私分、擅自担保或者以其他方式造成国有财产损失的，应当依法承担法律责任。

第五十八条 集体所有的不动产和动产包括：

（一）法律规定属于集体所有的土地和森林、山岭、草原、荒地、滩涂；

（二）集体所有的建筑物、生产设施、农田水利设施；

（三）集体所有的教育、科学、文化、卫生、体育等设施；

（四）集体所有的其他不动产和动产。

第五十九条 农民集体所有的不动产和动产，属于本集体成员集体所有。

下列事项应当依照法定程序经本集体成员决定：

（一）土地承包方案以及将土地发包给本集体以外的单位或者个人承包；

（二）个别土地承包经营权人之间承包地的调整；

（三）土地补偿费等费用的使用、分配办法；

（四）集体出资的企业的所有权变动等事项；

（五）法律规定的其他事项。

第六十条 对于集体所有的土地和森林、山岭、草原、荒地、滩涂等，依照下列规定行使所有权：

（一）属于村农民集体所有的，由村集体经济组织或者村民委员会代表集体行使所有权；

（二）分别属于村内两个以上农民集体所有的，由村内各该集体经济组织或者村民小组代表集体行使所有权；

（三）属于乡镇农民集体所有的，由乡镇集体经济组织代表集体行使所有权。

第六十一条 城镇集体所有的不动产和动产，依照法律、行政法规的规定由本集体享有占有、使用、收益和处分的权利。

第六十二条 集体经济组织或者村民委员会、村民小组应当依照法律、行政法规以及章程、村规民约向本集体成员公布集体财产的状况。

第六十三条 集体所有的财产受法律保护，禁止任何单位和个人侵占、哄抢、私分、破坏。

集体经济组织、村民委员会或者其负责人作出的决定侵害集体成员合法权益的，受侵害的集体成员可以请求人民法院予以撤销。

第六十四条 私人对其合法的收入、房屋、生活用品、生产工具、原材料等不动产和动产享有所有权。

第六十五条 私人合法的储蓄、投资及其收益受法律保护。

国家依照法律规定保护私人的继承权及其他合法权益。

第六十六条 私人的合法财产受法律保护，禁止任何单位和个人侵占、哄抢、

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12782

破坏。

第六十七条 国家、集体和私人依法可以出资设立有限责任公司、股份有限公司或者其他企业。国家、集体和私人所有的不动产或者动产，投到企业的，由出资人按照约定或者出资比例享有资产收益、重大决策以及选择经营管理者等权利并履行义务。

第六十八条 企业法人对其不动产和动产依照法律、行政法规以及章程享有占有、使用、收益和处分的权利。

企业法人以外的法人，对其不动产和动产的权利，适用有关法律、行政法规以及章程的规定。

第六十九条 社会团体依法所有的不动产和动产，受法律保护。

第六章 业主的建筑物区分所有权

第七十条 业主对建筑物内的住宅、经营性用房等专有部分享有所有权，对专有部分以外的共有部分享有共有和共同管理的权利。

第七十一条 业主对其建筑物专有部分享有占有、使用、收益和处分的权利。业主行使权利不得危及建筑物的安全，不得损害其他业主的合法权益。

第七十二条 业主对建筑物专有部分以外的共有部分，享有权利，承担义务；不得以放弃权利不履行义务。

业主转让建筑物内的住宅、经营性用房，其对共有部分享有的共有和共同管理的权利一并转让。

第七十三条 建筑区划内的道路，属于业主共有，但属于城镇公共道路的除外。建筑区划内的绿地，属于业主共有，但属于城镇公共绿地或者明示属于个人的除外。建筑区划内的其他公共场所、公用设施和物业服务用房，属于业主共有。

第七十四条 建筑区划内，规划用于停放汽车的车位、车库应当首先满足业主的需要。

建筑区划内，规划用于停放汽车的车位、车库的归属，由当事人通过出售、附赠或者出租等方式约定。

占用业主共有的道路或者其他场地用于停放汽车的车位，属于业主共有。

第七十五条 业主可以设立业主大会，选举业主委员会。

地方人民政府有关部门应当对设立业主大会和选举业主委员会给予指导和协助。

第七十六条 下列事项由业主共同决定：

（一）制定和修改业主大会议事规则；

（二）制定和修改建筑物及其附属设施的管理规约；

（三）选举业主委员会或者更换业主委员会成员；

（四）选聘和解聘物业服务企业或者其他管理人；

（五）筹集和使用建筑物及其附属设施的维修资金；

（六）改建、重建建筑物及其附属设施；

（七）有关共有和共同管理权利的其他重大事项。

决定前款第五项和第六项规定的事项，应当经专有部分占建筑物总面积三分之二以上的业主且占总人数三分之二以上的业主同意。决定前款其他事项，应当经专有部分占建筑物总面积过半数的业主且占总人数过半数的业主同意。

第七十七条 业主不得违反法律、法规以及管理规约，将住宅改变为经营性用房。业主将住宅改变为经营性用房的，除遵守法律、法规以及管理规约外，应当经有利害关系的业主同意。

第七十八条 业主大会或者业主委员会的决定，对业主具有约束力。

业主大会或者业主委员会作出的决定侵害业主合法权益的，受侵害的业主可以请求人民法院予以撤销。

第七十九条 建筑物及其附属设施的维修资金，属于业主共有。经业主共同决定，可以用于电梯、水箱等共有部分的维修。维修资金的筹集、使用情况应当

DIRECCIÓN DE COMERCIO EXTERIOR 255
Versión Pública:
Folio No. 12783

公布。

第八十条 建筑物及其附属设施的费用分摊、收益分配等事项，有约定的，按照约定；没有约定或者约定不明确的，按照业主专有部分占建筑物总面积的比例确定。

第八十一条 业主可以自行管理建筑物及其附属设施，也可以委托物业服务企业或者其他管理人管理。

对建设单位聘请的物业服务企业或者其他管理人，业主有权依法更换。

第八十二条 物业服务企业或者其他管理人根据业主的委托管理建筑区划内的建筑物及其附属设施，并接受业主的监督。

第八十三条 业主应当遵守法律、法规以及管理规约。

业主大会和业主委员会，对任意弃置垃圾、排放污染物或者噪声、违反规定饲养动物、违章搭建、侵占通道、拒付物业费等损害他人合法权益的行为，有权依照法律、法规以及管理规约，要求行为人停止侵害、消除危险、排除妨害、赔偿损失。业主对侵害自己合法权益的行为，可以依法向人民法院提起诉讼。

第七章 相邻关系

第八十四条 不动产的相邻权利人应当按照有利生产、方便生活、团结互助、公平合理的原则，正确处理相邻关系。

第八十五条 法律、法规对处理相邻关系有规定的，依照其规定；法律、法规没有规定的，可以按照当地习惯。

第八十六条 不动产权利人应当为相邻权利人用水、排水提供必要的便利。

对自然流水的利用，应当在不动产的相邻权利人之间合理分配。对自然流水的排放，应当尊重自然流向。

第八十七条 不动产权利人对相邻权利人因通行等必须利用其土地的，应当提供必要的便利。

第八十八条　不动产权利人因建造、修缮建筑物以及铺设电线、电缆、水管、暖气和燃气管线等必须利用相邻土地、建筑物的，该土地、建筑物的权利人应当提供必要的便利。

第八十九条　建造建筑物，不得违反国家有关工程建设标准，妨碍相邻建筑物的通风、采光和日照。

第九十条　不动产权利人不得违反国家规定弃置固体废物，排放大气污染物、水污染物、噪声、光、电磁波辐射等有害物质。

第九十一条　不动产权利人挖掘土地、建造建筑物、铺设管线以及安装设备等，不得危及相邻不动产的安全。

第九十二条　不动产权利人因用水、排水、通行、铺设管线等利用相邻不动产的，应当尽量避免对相邻的不动产权利人造成损害；造成损害的，应当给予赔偿。

第八章　共　　有

第九十三条　不动产或者动产可以由两个以上单位、个人共有。共有包括按份共有和共同共有。

第九十四条　按份共有人对共有的不动产或者动产按照其份额享有所有权。

第九十五条　共同共有人对共有的不动产或者动产共同享有所有权。

第九十六条　共有人按照约定管理共有的不动产或者动产；没有约定或者约定不明确的，各共有人都有管理的权利和义务。

第九十七条　处分共有的不动产或者动产以及对共有的不动产或者动产作重大修缮的，应当经占份额三分之二以上的按份共有人或者全体共同共有人同意，但共有人之间另有约定的除外。

第九十八条　对共有物的管理费用以及其他负担，有约定的，按照约定；没有约定或者约定不明确的，按份共有人按照其份额负担，共同共有人共同负担。

DIRECCIÓN DE COMERCIO EXTERIOR 233
Versión Pública: 256
Folio No. 12784

第九十九条 共有人约定不得分割共有的不动产或者动产，以维持共有关系的，应当按照约定，但共有人有重大理由需要分割的，可以请求分割；没有约定或者约定不明确的，按份共有人可以随时请求分割，共同共有人在共有的基础丧失或者有重大理由需要分割时可以请求分割。因分割对其他共有人造成损害的，应当给予赔偿。

第一百条 共有人可以协商确定分割方式。达不成协议，共有的不动产或者动产可以分割并且不会因分割减损价值的，应当对实物予以分割；难以分割或者因分割会减损价值的，应当对折价或者拍卖、变卖取得的价款予以分割。

共有人分割所得的不动产或者动产有瑕疵的，其他共有人应当分担损失。

第一百零一条 按份共有人可以转让其享有的共有的不动产或者动产份额。其他共有人在同等条件下享有优先购买的权利。

第一百零二条 因共有的不动产或者动产产生的债权债务，在对外关系上，共有人享有连带债权、承担连带债务，但法律另有规定或者第三人知道共有人不具有连带债权债务关系的除外；在共有人内部关系上，除共有人另有约定外，按份共有人按照份额享有债权、承担债务，共同共有人共同享有债权、承担债务。偿还债务超过自己应当承担份额的按份共有人，有权向其他共有人追偿。

第一百零三条 共有人对共有的不动产或者动产没有约定为按份共有或者共同共有，或者约定不明确的，除共有人具有家庭关系等外，视为按份共有。

第一百零四条 按份共有人对共有的不动产或者动产享有的份额，没有约定或者约定不明确的，按照出资额确定；不能确定出资额的，视为等额享有。

第一百零五条 两个以上单位、个人共同享有用益物权、担保物权的，参照本章规定。

第九章 所有权取得的特别规定

第一百零六条 无处分权人将不动产或者动产转让给受让人的，所有权人有权追回；除法律另有规定外，符合下列情形的，受让人取得该不动产或者动产的所有权：

（一）受让人受让该不动产或者动产时是善意的；

（二）以合理的价格转让；

（三）转让的不动产或者动产依照法律规定应当登记的已经登记，不需要登记的已经交付给受让人。

受让人依照前款规定取得不动产或者动产的所有权的，原所有权人有权向无处分权人请求赔偿损失。

当事人善意取得其他物权的，参照前两款规定。

第一百零七条 所有权人或者其他权利人有权追回遗失物。该遗失物通过转让被他人占有的，权利人有权向无处分权人请求损害赔偿，或者自知道或者应当知道受让人之日起二年内向受让人请求返还原物，但受让人通过拍卖或者向具有经营资格的经营者购得该遗失物的，权利人请求返还原物时应当支付受让人所付的费用。权利人向受让人支付所付费用后，有权向无处分权人追偿。

第一百零八条 善意受让人取得动产后，该动产上的原有权利消灭，但善意受让人在受让时知道或者应当知道该权利的除外。

第一百零九条 拾得遗失物，应当返还权利人。拾得人应当及时通知权利人领取，或者送交公安等有关部门。

第一百一十条 有关部门收到遗失物，知道权利人的，应当及时通知其领取；不知道的，应当及时发布招领公告。

第一百一十一条 拾得人在遗失物送交有关部门前，有关部门在遗失物被领取前，应当妥善保管遗失物。因故意或者重大过失致使遗失物毁损、灭失的，应当承担民事责任。

第一百一十二条 权利人领取遗失物时，应当向拾得人或者有关部门支付保

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12785

管遗失物等支出的必要费用。

权利人悬赏寻找遗失物的，领取遗失物时应当按照承诺履行义务。

拾得人侵占遗失物的，无权请求保管遗失物等支出的费用，也无权请求权利人按照承诺履行义务。

第一百一十三条 遗失物自发布招领公告之日起六个月内无人认领的，归国家所有。

第一百一十四条 拾得漂流物、发现埋藏物或者隐藏物的，参照拾得遗失物的有关规定。文物保护法等法律另有规定的，依照其规定。

第一百一十五条 主物转让的，从物随主物转让，但当事人另有约定的除外。

第一百一十六条 天然孳息，由所有权人取得；既有所有权人又有用益物权人的，由用益物权人取得。当事人另有约定的，按照约定。

法定孳息，当事人有约定的，按照约定取得；没有约定或者约定不明确的，按照交易习惯取得。

第三编 用益物权

第十章 一般规定

第一百一十七条 用益物权人对他人所有的不动产或者动产，依法享有占有、使用和收益的权利。

第一百一十八条 国家所有或者国家所有由集体使用以及法律规定属于集体所有的自然资源，单位、个人依法可以占有、使用和收益。

第一百一十九条 国家实行自然资源有偿使用制度，但法律另有规定的除外。

第一百二十条 用益物权人行使权利，应当遵守法律有关保护和合理开发利用资源的规定。所有权人不得干涉用益物权人行使权利。

第一百二十一条　因不动产或者动产被征收、征用致使用益物权消灭或者影响用益物权行使的，用益物权人有权依照本法第四十二条、第四十四条的规定获得相应补偿。

第一百二十二条　依法取得的海域使用权受法律保护。

第一百二十三条　依法取得的探矿权、采矿权、取水权和使用水域、滩涂从事养殖、捕捞的权利受法律保护。

第十一章　土地承包经营权

第一百二十四条　农村集体经济组织实行家庭承包经营为基础、统分结合的双层经营体制。

农民集体所有和国家所有由农民集体使用的耕地、林地、草地以及其他用于农业的土地，依法实行土地承包经营制度。

第一百二十五条　土地承包经营权人依法对其承包经营的耕地、林地、草地等享有占有、使用和收益的权利，有权从事种植业、林业、畜牧业等农业生产。

第一百二十六条　耕地的承包期为三十年。草地的承包期为三十年至五十年。林地的承包期为三十年至七十年；特殊林木的林地承包期，经国务院林业行政主管部门批准可以延长。

前款规定的承包期届满，由土地承包经营权人按照国家有关规定继续承包。

第一百二十七条　土地承包经营权自土地承包经营权合同生效时设立。

县级以上地方人民政府应当向土地承包经营权人发放土地承包经营权证、林权证、草原使用权证，并登记造册，确认土地承包经营权。

第一百二十八条　土地承包经营权人依照农村土地承包法的规定，有权将土地承包经营权采取转包、互换、转让等方式流转。流转的期限不得超过承包期的剩余期限。未经依法批准，不得将承包地用于非农建设。

第一百二十九条　土地承包经营权人将土地承包经营权互换、转让，当事人

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12986
Folio No.

要求登记的，应当向县级以上地方人民政府申请土地承包经营权变更登记；未经登记，不得对抗善意第三人。

第一百三十条 承包期内发包人不得调整承包地。

因自然灾害严重毁损承包地等特殊情形，需要适当调整承包的耕地和草地的，应当依照农村土地承包法等法律规定办理。

第一百三十一条 承包期内发包人不得收回承包地。农村土地承包法等法律另有规定的，依照其规定。

第一百三十二条 承包地被征收的，土地承包经营权人有权依照本法第四十二条第二款的规定获得相应补偿。

第一百三十三条 通过招标、拍卖、公开协商等方式承包荒地等农村土地，依照农村土地承包法等法律和国务院的有关规定，其土地承包经营权可以转让、入股、抵押或者以其他方式流转。

第一百三十四条 国家所有的农用地实行承包经营的，参照本法的有关规定。

第十二章 建设用地使用权

第一百三十五条 建设用地使用权人依法对国家所有的土地享有占有、使用和收益的权利，有权利用该土地建造建筑物、构筑物及其附属设施。

第一百三十六条 建设用地使用权可以在土地的地表、地上或者地下分别设立。新设立的建设用地使用权，不得损害已设立的用益物权。

第一百三十七条 设立建设用地使用权，可以采取出让或者划拨等方式。

工业、商业、旅游、娱乐和商品住宅等经营性用地以及同一土地有两个以上意向用地者的，应当采取招标、拍卖等公开竞价的方式出让。

严格限制以划拨方式设立建设用地使用权。采取划拨方式的，应当遵守法律、行政法规关于土地用途的规定。

第一百三十八条　采取招标、拍卖、协议等出让方式设立建设用地使用权的，当事人应当采取书面形式订立建设用地使用权出让合同。

建设用地使用权出让合同一般包括下列条款：

（一）当事人的名称和住所；

（二）土地界址、面积等；

（三）建筑物、构筑物及其附属设施占用的空间；

（四）土地用途；

（五）使用期限；

（六）出让金等费用及其支付方式；

（七）解决争议的方法。

第一百三十九条　设立建设用地使用权的，应当向登记机构申请建设用地使用权登记。建设用地使用权自登记时设立。登记机构应当向建设用地使用权人发放建设用地使用权证书。

第一百四十条　建设用地使用权人应当合理利用土地，不得改变土地用途；需要改变土地用途的，应当依法经有关行政主管部门批准。

第一百四十一条　建设用地使用权人应当依照法律规定以及合同约定支付出让金等费用。

第一百四十二条　建设用地使用权人建造的建筑物、构筑物及其附属设施的所有权属于建设用地使用权人，但有相反证据证明的除外。

第一百四十三条　建设用地使用权人有权将建设用地使用权转让、互换、出资、赠与或者抵押，但法律另有规定的除外。

第一百四十四条　建设用地使用权转让、互换、出资、赠与或者抵押的，当事人应当采取书面形式订立相应的合同。使用期限由当事人约定，但不得超过建设用地使用权的剩余期限。

第一百四十五条　建设用地使用权转让、互换、出资或者赠与的，应当向登

DIRECCIÓN DE COMERCIO EXTERIOR 256 251
Versión Pública:
Folio No. 12787

记机构申请变更登记。

第一百四十六条 建设用地使用权转让、互换、出资或者赠与的，附着于该土地上的建筑物、构筑物及其附属设施一并处分。

第一百四十七条 建筑物、构筑物及其附属设施转让、互换、出资或者赠与的，该建筑物、构筑物及其附属设施占用范围内的建设用地使用权一并处分。

第一百四十八条 建设用地使用权期间届满前，因公共利益需要提前收回该土地的，应当依照本法第四十二条的规定对该土地上的房屋及其他不动产给予补偿，并退还相应的出让金。

第一百四十九条 住宅建设用地使用权期间届满的，自动续期。

非住宅建设用地使用权期间届满后的续期，依照法律规定办理。该土地上的房屋及其他不动产的归属，有约定的，按照约定；没有约定或者约定不明确的，依照法律、行政法规的规定办理。

第一百五十条 建设用地使用权消灭的，出让人应当及时办理注销登记。登记机构应当收回建设用地使用权证书。

第一百五十一条 集体所有的土地作为建设用地的，应当依照土地管理法等法律规定办理。

第十三章 宅基地使用权

第一百五十二条 宅基地使用权人依法对集体所有的土地享有占有和使用的权利，有权依法利用该土地建造住宅及其附属设施。

第一百五十三条 宅基地使用权的取得、行使和转让，适用土地管理法等法律和国家有关规定。

第一百五十四条 宅基地因自然灾害等原因灭失的，宅基地使用权消灭。对失去宅基地的村民，应当重新分配宅基地。

第一百五十五条 已经登记的宅基地使用权转让或者消灭的，应当及时办理变更登记或者注销登记。

第十四章 地役权

第一百五十六条 地役权人有权按照合同约定，利用他人的不动产，以提高自己的不动产的效益。

前款所称他人的不动产为供役地，自己的不动产为需役地。

第一百五十七条 设立地役权，当事人应当采取书面形式订立地役权合同。

地役权合同一般包括下列条款：

（一）当事人的姓名或者名称和住所；

（二）供役地和需役地的位置；

（三）利用目的和方法；

（四）利用期限；

（五）费用及其支付方式；

（六）解决争议的方法。

第一百五十八条 地役权自地役权合同生效时设立。当事人要求登记的，可以向登记机构申请地役权登记；未经登记，不得对抗善意第三人。

第一百五十九条 供役地权利人应当按照合同约定，允许地役权人利用其土地，不得妨害地役权人行使权利。

第一百六十条 地役权人应当按照合同约定的利用目的和方法利用供役地，尽量减少对供役地权利人物权的限制。

第一百六十一条 地役权的期限由当事人约定，但不得超过土地承包经营权、建设用地使用权等用益物权的剩余期限。

第一百六十二条 土地所有权人享有地役权或者负担地役权的，设立土地承包经营权、宅基地使用权时，该土地承包经营权人、宅基地使用权人继续享有或

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12788

者负担已设立的地役权。

第一百六十三条 土地上已设立土地承包经营权、建设用地使用权、宅基地使用权等权利的，未经用益物权人同意，土地所有权人不得设立地役权。

第一百六十四条 地役权不得单独转让。土地承包经营权、建设用地使用权等转让的，地役权一并转让，但合同另有约定的除外。

第一百六十五条 地役权不得单独抵押。土地承包经营权、建设用地使用权等抵押的，在实现抵押权时，地役权一并转让。

第一百六十六条 需役地以及需役地上的土地承包经营权、建设用地使用权部分转让时，转让部分涉及地役权的，受让人同时享有地役权。

第一百六十七条 供役地以及供役地上的土地承包经营权、建设用地使用权部分转让时，转让部分涉及地役权的，地役权对受让人具有约束力。

第一百六十八条 地役权人有下列情形之一的，供役地权利人有权解除地役权合同，地役权消灭：

（一）违反法律规定或者合同约定，滥用地役权；

（二）有偿利用供役地，约定的付款期间届满后在合理期限内经两次催告未支付费用。

第一百六十九条 已经登记的地役权变更、转让或者消灭的，应当及时办理变更登记或者注销登记。

第四编 担保物权

第十五章 一般规定

第一百七十条 担保物权人在债务人不履行到期债务或者发生当事人约定的实现担保物权的情形，依法享有就担保财产优先受偿的权利，但法律另有规定的除外。

第一百七十一条　债权人在借贷、买卖等民事活动中，为保障实现其债权，需要担保的，可以依照本法和其他法律的规定设立担保物权。

第三人为债务人向债权人提供担保的，可以要求债务人提供反担保。反担保适用本法和其他法律的规定。

第一百七十二条　设立担保物权，应当依照本法和其他法律的规定订立担保合同。担保合同是主债权债务合同的从合同。主债权债务合同无效，担保合同无效，但法律另有规定的除外。

担保合同被确认无效后，债务人、担保人、债权人有过错的，应当根据其过错各自承担相应的民事责任。

第一百七十三条　担保物权的担保范围包括主债权及其利息、违约金、损害赔偿金、保管担保财产和实现担保物权的费用。当事人另有约定的，按照约定。

第一百七十四条　担保期间，担保财产毁损、灭失或者被征收等，担保物权人可以就获得的保险金、赔偿金或者补偿金等优先受偿。被担保债权的履行期未届满的，也可以提存该保险金、赔偿金或者补偿金等。

第一百七十五条　第三人提供担保，未经其书面同意，债权人允许债务人转移全部或者部分债务的，担保人不再承担相应的担保责任。

第一百七十六条　被担保的债权既有物的担保又有人的担保的，债务人不履行到期债务或者发生当事人约定的实现担保物权的情形，债权人应当按照约定实现债权；没有约定或者约定不明确，债务人自己提供物的担保的，债权人应当先就该物的担保实现债权；第三人提供物的担保的，债权人可以就物的担保实现债权，也可以要求保证人承担保证责任。提供担保的第三人承担担保责任后，有权向债务人追偿。

第一百七十七条　有下列情形之一的，担保物权消灭：

（一）主债权消灭；

（二）担保物权实现；

188
261
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12789

（三）债权人放弃担保物权；

（四）法律规定担保物权消灭的其他情形。

第一百七十八条 担保法与本法的规定不一致的，适用本法。

第十六章 抵押权

第一节 一般抵押权

第一百七十九条 为担保债务的履行，债务人或者第三人不转移财产的占有，将该财产抵押给债权人的，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，债权人有权就该财产优先受偿。

前款规定的债务人或者第三人为抵押人，债权人为抵押权人，提供担保的财产为抵押财产。

第一百八十条 债务人或者第三人有权处分的下列财产可以抵押：

（一）建筑物和其他土地附着物；

（二）建设用地使用权；

（三）以招标、拍卖、公开协商等方式取得的荒地等土地承包经营权；

（四）生产设备、原材料、半成品、产品；

（五）正在建造的建筑物、船舶、航空器；

（六）交通运输工具；

（七）法律、行政法规未禁止抵押的其他财产。

抵押人可以将前款所列财产一并抵押。

第一百八十一条 经当事人书面协议，企业、个体工商户、农业生产经营者可以将现有的以及将有的生产设备、原材料、半成品、产品抵押，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，债权人有权就实现抵押权时的动产优先受偿。

第一百八十二条　以建筑物抵押的，该建筑物占用范围内的建设用地使用权一并抵押。以建设用地使用权抵押的，该土地上的建筑物一并抵押。

抵押人未依照前款规定一并抵押的，未抵押的财产视为一并抵押。

第一百八十三条　乡镇、村企业的建设用地使用权不得单独抵押。以乡镇、村企业的厂房等建筑物抵押的，其占用范围内的建设用地使用权一并抵押。

第一百八十四条　下列财产不得抵押：

（一）土地所有权；

（二）耕地、宅基地、自留地、自留山等集体所有的土地使用权，但法律规定可以抵押的除外；

（三）学校、幼儿园、医院等以公益为目的的事业单位、社会团体的教育设施、医疗卫生设施和其他社会公益设施；

（四）所有权、使用权不明或者有争议的财产；

（五）依法被查封、扣押、监管的财产；

（六）法律、行政法规规定不得抵押的其他财产。

第一百八十五条　设立抵押权，当事人应当采取书面形式订立抵押合同。

抵押合同一般包括下列条款：

（一）被担保债权的种类和数额；

（二）债务人履行债务的期限；

（三）抵押财产的名称、数量、质量、状况、所在地、所有权归属或者使用权归属；

（四）担保的范围。

第一百八十六条　抵押权人在债务履行期届满前，不得与抵押人约定债务人不履行到期债务时抵押财产归债权人所有。

第一百八十七条　以本法第一百八十条第一款第一项至第三项规定的财产或者第五项规定的正在建造的建筑物抵押的，应当办理抵押登记。抵押权自登记

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12790
Folio No.

时设立。

第一百八十八条 以本法第一百八十条第一款第四项、第六项规定的财产或者第五项规定的正在建造的船舶、航空器抵押的，抵押权自抵押合同生效时设立；未经登记，不得对抗善意第三人。

第一百八十九条 企业、个体工商户、农业生产经营者以本法第一百八十一条规定的动产抵押的，应当向抵押人住所地的工商行政管理部门办理登记。抵押权自抵押合同生效时设立；未经登记，不得对抗善意第三人。

依照本法第一百八十一条规定抵押的，不得对抗正常经营活动中已支付合理价款并取得抵押财产的买受人。

第一百九十条 订立抵押合同前抵押财产已出租的，原租赁关系不受该抵押权的影响。抵押权设立后抵押财产出租的，该租赁关系不得对抗已登记的抵押权。

第一百九十一条 抵押期间，抵押人经抵押权人同意转让抵押财产的，应当将转让所得的价款向抵押权人提前清偿债务或者提存。转让的价款超过债权数额的部分归抵押人所有，不足部分由债务人清偿。

抵押期间，抵押人未经抵押权人同意，不得转让抵押财产，但受让人代为清偿债务消灭抵押权的除外。

第一百九十二条 抵押权不得与债权分离而单独转让或者作为其他债权的担保。债权转让的，担保该债权的抵押权一并转让，但法律另有规定或者当事人另有约定的除外。

第一百九十三条 抵押人的行为足以使抵押财产价值减少的，抵押权人有权要求抵押人停止其行为。抵押财产价值减少的，抵押权人有权要求恢复抵押财产的价值，或者提供与减少的价值相应的担保。抵押人不恢复抵押财产的价值也不提供担保的，抵押权人有权要求债务人提前清偿债务。

第一百九十四条 抵押权人可以放弃抵押权或者抵押权的顺位。抵押权人与抵押人可以协议变更抵押权顺位以及被担保的债权数额等内容，但抵押权的变

更，未经其他抵押权人书面同意，不得对其他抵押权人产生不利影响。

债务人以自己的财产设定抵押，抵押权人放弃该抵押权、抵押权顺位或者变更抵押权的，其他担保人在抵押权人丧失优先受偿权益的范围内免除担保责任，但其他担保人承诺仍然提供担保的除外。

第一百九十五条 债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，抵押权人可以与抵押人协议以抵押财产折价或者以拍卖、变卖该抵押财产所得的价款优先受偿。协议损害其他债权人利益的，其他债权人可以在知道或者应当知道撤销事由之日起一年内请求人民法院撤销该协议。

抵押权人与抵押人未就抵押权实现方式达成协议的，抵押权人可以请求人民法院拍卖、变卖抵押财产。

抵押财产折价或者变卖的，应当参照市场价格。

第一百九十六条 依照本法第一百八十一条规定设定抵押的，抵押财产自下列情形之一发生时确定：

（一）债务履行期届满，债权未实现；

（二）抵押人被宣告破产或者被撤销；

（三）当事人约定的实现抵押权的情形；

（四）严重影响债权实现的其他情形。

第一百九十七条 债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，致使抵押财产被人民法院依法扣押的，自扣押之日起抵押权人有权收取该抵押财产的天然孳息或者法定孳息，但抵押权人未通知应当清偿法定孳息的义务人的除外。

前款规定的孳息应当先充抵收取孳息的费用。

第一百九十八条 抵押财产折价或者拍卖、变卖后，其价款超过债权数额的部分归抵押人所有，不足部分由债务人清偿。

第一百九十九条 同一财产向两个以上债权人抵押的，拍卖、变卖抵押财产

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12791

所得的价款依照下列规定清偿：

（一）抵押权已登记的，按照登记的先后顺序清偿；顺序相同的，按照债权比例清偿；

（二）抵押权已登记的先于未登记的受偿；

（三）抵押权未登记的，按照债权比例清偿。

第二百条 建设用地使用权抵押后，该土地上新增的建筑物不属于抵押财产。该建设用地使用权实现抵押权时，应当将该土地上新增的建筑物与建设用地使用权一并处分，但新增建筑物所得的价款，抵押权人无权优先受偿。

第二百零一条 依照本法第一百八十条第一款第三项规定的土地承包经营权抵押的，或者依照本法第一百八十三条规定以乡镇、村企业的厂房等建筑物占用范围内的建设用地使用权一并抵押的，实现抵押权后，未经法定程序，不得改变土地所有权的性质和土地用途。

第二百零二条 抵押权人应当在主债权诉讼时效期间行使抵押权；未行使的，人民法院不予保护。

第二节 最高额抵押权

第二百零三条 为担保债务的履行，债务人或者第三人对一定期间内将要连续发生的债权提供担保财产的，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，抵押权人有权在最高债权额限度内就该担保财产优先受偿。

最高额抵押权设立前已经存在的债权，经当事人同意，可以转入最高额抵押担保的债权范围。

第二百零四条 最高额抵押担保的债权确定前，部分债权转让的，最高额抵押权不得转让，但当事人另有约定的除外。

第二百零五条 最高额抵押担保的债权确定前，抵押权人与抵押人可以通过协议变更债权确定的期间、债权范围以及最高债权额，但变更的内容不得对其他

抵押权人产生不利影响。

第二百零六条 有下列情形之一的，抵押权人的债权确定：

（一）约定的债权确定期间届满；

（二）没有约定债权确定期间或者约定不明确，抵押权人或者抵押人自最高额抵押权设立之日起满二年后请求确定债权；

（三）新的债权不可能发生；

（四）抵押财产被查封、扣押；

（五）债务人、抵押人被宣告破产或者被撤销；

（六）法律规定债权确定的其他情形。

第二百零七条 最高额抵押权除适用本节规定外，适用本章第一节一般抵押权的规定。

第十七章 质 权

第一节 动产质权

第二百零八条 为担保债务的履行，债务人或者第三人将其动产出质给债权人占有的，债务人不履行到期债务或者发生当事人约定的实现质权的情形，债权人有权就该动产优先受偿。

前款规定的债务人或者第三人为出质人，债权人为质权人，交付的动产为质押财产。

第二百零九条 法律、行政法规禁止转让的动产不得出质。

第二百一十条 设立质权，当事人应当采取书面形式订立质权合同。

质权合同一般包括下列条款：

（一）被担保债权的种类和数额；

（二）债务人履行债务的期限；

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12792

（三）质押财产的名称、数量、质量、状况；

（四）担保的范围；

（五）质押财产交付的时间。

第二百一十一条 质权人在债务履行期届满前，不得与出质人约定债务人不履行到期债务时质押财产归债权人所有。

第二百一十二条 质权自出质人交付质押财产时设立。

第二百一十三条 质权人有权收取质押财产的孳息，但合同另有约定的除外。

前款规定的孳息应当先充抵收取孳息的费用。

第二百一十四条 质权人在质权存续期间，未经出质人同意，擅自使用、处分质押财产，给出质人造成损害的，应当承担赔偿责任。

第二百一十五条 质权人负有妥善保管质押财产的义务；因保管不善致使质押财产毁损、灭失的，应当承担赔偿责任。

质权人的行为可能使质押财产毁损、灭失的，出质人可以要求质权人将质押财产提存，或者要求提前清偿债务并返还质押财产。

第二百一十六条 因不能归责于质权人的事由可能使质押财产毁损或者价值明显减少，足以危害质权人权利的，质权人有权要求出质人提供相应的担保；出质人不提供的，质权人可以拍卖、变卖质押财产，并与出质人通过协议将拍卖、变卖所得的价款提前清偿债务或者提存。

第二百一十七条 质权人在质权存续期间，未经出质人同意转质，造成质押财产毁损、灭失的，应当向出质人承担赔偿责任。

第二百一十八条 质权人可以放弃质权。债务人以自己的财产出质，质权人放弃该质权的，其他担保人在质权人丧失优先受偿权益的范围内免除担保责任，但其他担保人承诺仍然提供担保的除外。

第二百一十九条 债务人履行债务或者出质人提前清偿所担保的债权的，质

权人应当返还质押财产。

债务人不履行到期债务或者发生当事人约定的实现质权的情形，质权人可以与出质人协议以质押财产折价，也可以就拍卖、变卖质押财产所得的价款优先受偿。

质押财产折价或者变卖的，应当参照市场价格。

第二百二十条 出质人可以请求质权人在债务履行期届满后及时行使质权；质权人不行使的，出质人可以请求人民法院拍卖、变卖质押财产。

出质人请求质权人及时行使质权，因质权人怠于行使权利造成损害的，由质权人承担赔偿责任。

第二百二十一条 质押财产折价或者拍卖、变卖后，其价款超过债权数额的部分归出质人所有，不足部分由债务人清偿。

第二百二十二条 出质人与质权人可以协议设立最高额质权。

最高额质权除适用本节有关规定外，参照本法第十六章第二节最高额抵押权的规定。

第二节 权利质权

第二百二十三条 债务人或者第三人有权处分的下列权利可以出质：

（一）汇票、支票、本票；

（二）债券、存款单；

（三）仓单、提单；

（四）可以转让的基金份额、股权；

（五）可以转让的注册商标专用权、专利权、著作权等知识产权中的财产权；

（六）应收账款；

（七）法律、行政法规规定可以出质的其他财产权利。

第二百二十四条 以汇票、支票、本票、债券、存款单、仓单、提单出质的，

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12793

当事人应当订立书面合同。质权自权利凭证交付质权人时设立；没有权利凭证的，质权自有关部门办理出质登记时设立。

第二百二十五条 汇票、支票、本票、债券、存款单、仓单、提单的兑现日期或者提货日期先于主债权到期的，质权人可以兑现或者提货，并与出质人协议将兑现的价款或者提取的货物提前清偿债务或者提存。

第二百二十六条 以基金份额、股权出质的，当事人应当订立书面合同。以基金份额、证券登记结算机构登记的股权出质的，质权自证券登记结算机构办理出质登记时设立；以其他股权出质的，质权自工商行政管理部门办理出质登记时设立。

基金份额、股权出质后，不得转让，但经出质人与质权人协商同意的除外。出质人转让基金份额、股权所得的价款，应当向质权人提前清偿债务或者提存。

第二百二十七条 以注册商标专用权、专利权、著作权等知识产权中的财产权出质的，当事人应当订立书面合同。质权自有关主管部门办理出质登记时设立。

知识产权中的财产权出质后，出质人不得转让或者许可他人使用，但经出质人与质权人协商同意的除外。出质人转让或者许可他人使用出质的知识产权中的财产权所得的价款，应当向质权人提前清偿债务或者提存。

第二百二十八条 以应收账款出质的，当事人应当订立书面合同。质权自信贷征信机构办理出质登记时设立。

应收账款出质后，不得转让，但经出质人与质权人协商同意的除外。出质人转让应收账款所得的价款，应当向质权人提前清偿债务或者提存。

第二百二十九条 权利质权除适用本节规定外，适用本章第一节动产质权的规定。

第十八章 留置权

第二百三十条　债务人不履行到期债务，债权人可以留置已经合法占有的债务人的动产，并有权就该动产优先受偿。

前款规定的债权人为留置权人，占有的动产为留置财产。

第二百三十一条　债权人留置的动产，应当与债权属于同一法律关系，但企业之间留置的除外。

第二百三十二条　法律规定或者当事人约定不得留置的动产，不得留置。

第二百三十三条　留置财产为可分物的，留置财产的价值应当相当于债务的金额。

第二百三十四条　留置权人负有妥善保管留置财产的义务；因保管不善致使留置财产毁损、灭失的，应当承担赔偿责任。

第二百三十五条　留置权人有权收取留置财产的孳息。

前款规定的孳息应当先充抵收取孳息的费用。

第二百三十六条　留置权人与债务人应当约定留置财产后的债务履行期间；没有约定或者约定不明确的，留置权人应当给债务人两个月以上履行债务的期间，但鲜活易腐等不易保管的动产除外。债务人逾期未履行的，留置权人可以与债务人协议以留置财产折价，也可以就拍卖、变卖留置财产所得的价款优先受偿。

留置财产折价或者变卖的，应当参照市场价格。

第二百三十七条　债务人可以请求留置权人在债务履行期届满后行使留置权；留置权人不行使的，债务人可以请求人民法院拍卖、变卖留置财产。

第二百三十八条　留置财产折价或者拍卖、变卖后，其价款超过债权数额的部分归债务人所有，不足部分由债务人清偿。

第二百三十九条　同一动产上已设立抵押权或者质权，该动产又被留置的，留置权人优先受偿。

第二百四十条　留置权人对留置财产丧失占有或者留置权人接受债务人另行提供担保的，留置权消灭。

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 127924

第十九章 占 有

第二百四十一条 基于合同关系等产生的占有，有关不动产或者动产的使用、收益、违约责任等，按照合同约定；合同没有约定或者约定不明确的，依照有关法律规定。

第二百四十二条 占有人因使用占有的不动产或者动产，致使该不动产或者动产受到损害的，恶意占有人应当承担赔偿责任。

第二百四十三条 不动产或者动产被占有人占有的，权利人可以请求返还原物及其孳息，但应当支付善意占有人因维护该不动产或者动产支出的必要费用。

第二百四十四条 占有的不动产或者动产毁损、灭失，该不动产或者动产的权利人请求赔偿的，占有人应当将因毁损、灭失取得的保险金、赔偿金或者补偿金等返还给权利人；权利人的损害未得到足够弥补的，恶意占有人还应当赔偿损失。

第二百四十五条 占有的不动产或者动产被侵占的，占有人有权请求返还原物；对妨害占有的行为，占有人有权请求排除妨害或者消除危险；因侵占或者妨害造成损害的，占有人有权请求损害赔偿。

占有人返还原物的请求权，自侵占发生之日起一年内未行使的，该请求权消灭。

附 则

第二百四十六条 法律、行政法规对不动产统一登记的范围、登记机构和登记办法作出规定前，地方性法规可以依照本法有关规定作出规定。

第二百四十七条 本法自 2007 年 10 月 1 日起施行。

CFCARDONA ABOGADOS S.A.

Bogotá, septiembre 6 de 2012

Min Comercio Industria y Turismo
Fecha: 2012-09-06 03:59:45 PM
No de Radicado: 1-2012-022957
No Folios: 1 Anexos: 2
Trámite: CORRESPONDENCIA INFORMATIVA
SUBDIRECCION PRACTICAS COMERCIALES

Doctora:
ELOISA FERNANDEZ DE LUQUE
Subdirectora de Prácticas Comerciales
Ministerio de Comercio Industria y Turismo

REF: Apertura de una investigación de carácter administrativo con el objeto de determinar la existencia, grado y efectos en la rama de la producción nacional de un supuesto dumping en las importaciones de llantas radiales y convencionales para autobuses y camiones originarias de la Republica Popular China. Resolución No 0186 de 20 de junio de 2012.

Respetada Doctora:

Teniendo en cuenta la entrega de respuesta a cuestionarios del pasado 22 de agosto sobre el tema de la referencia, por medio de la presente hago extensión a esta, allegando a usted el catálogo en español de los productos de la compañía SHANDONG WANDA BOTO TYRE CO., LTD., correspondiente al anexo 6 de la información confidencial.

La presente entrega se debe al gran volumen de documentos que hemos tenido que traducir y nos ha tomado tiempo, por consiguiente muy respetuosamente le solicito se tenga en cuenta esta información que es la correspondiente a la entregada en ingles el pasado 22 de agosto.

Cordialmente

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12795

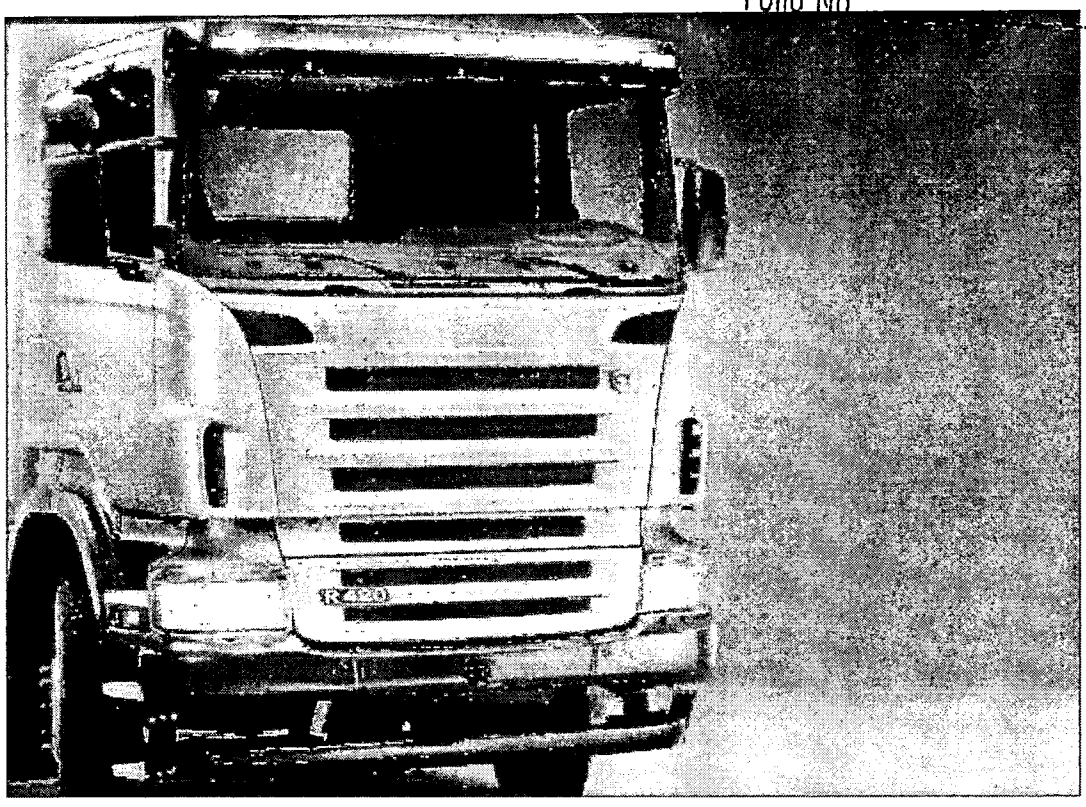
Atentamente,

CLAUDIA PATRICIA CORREDOR ROJAS
T.P No 92.402 del C.S.J.
C.C. No 39.787.888 de Bogotá.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12796 .

SHANDONG WANDA BOTO TYRE CO., LTD.

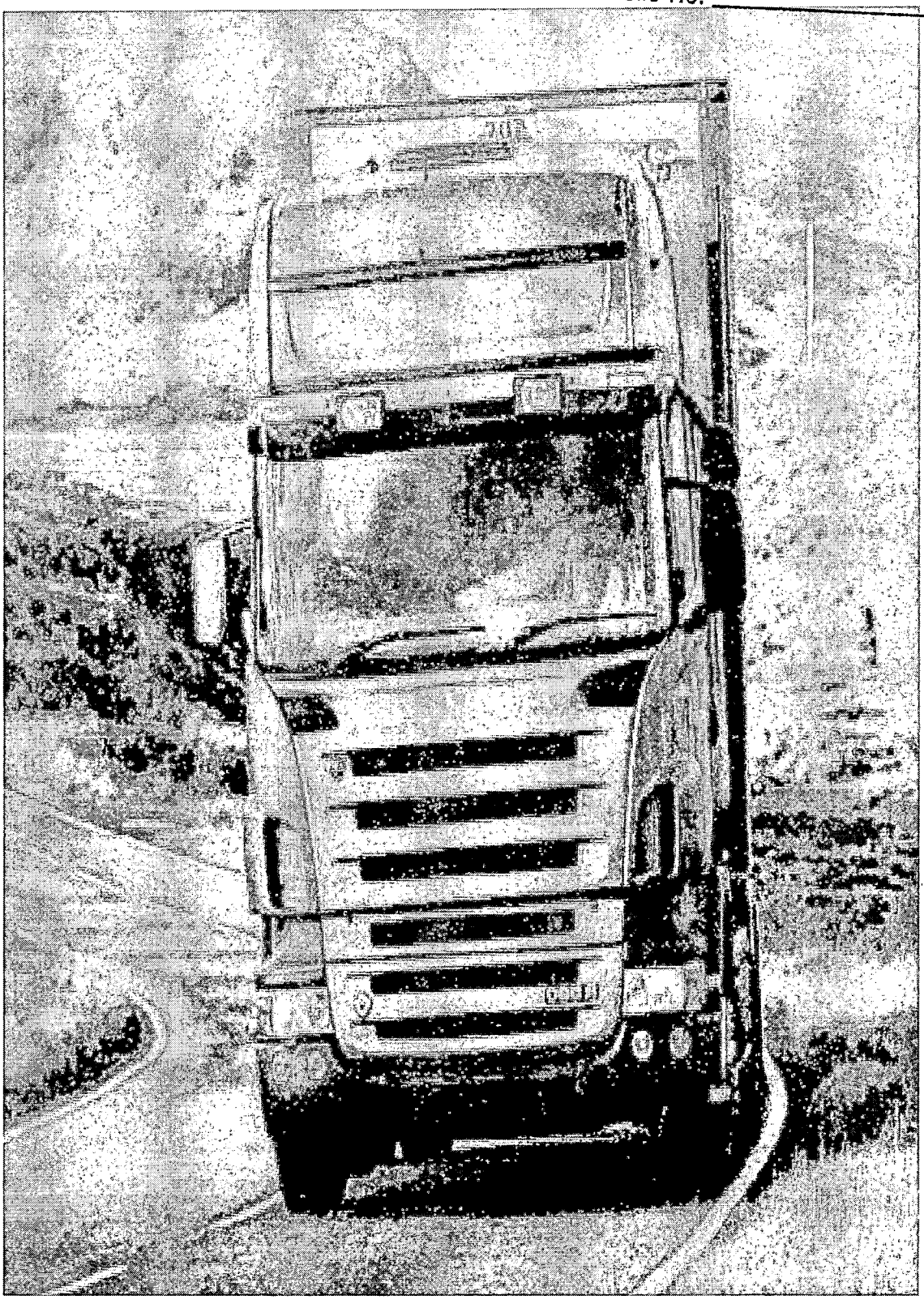
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No 12797

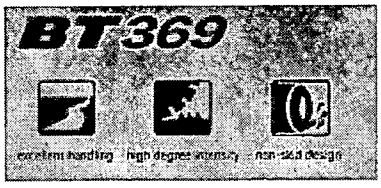


DIRECCIÓN DE COMERCIO EXTERIOR

Versión Pública: $2798

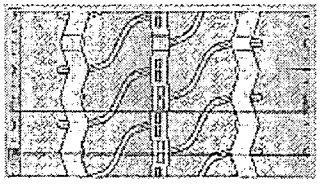
Folio No. _____





ECCIÓN DE COMERCIO EXTERIOR
ersión Pública: 12799.
Folio No. _____

- Para largo distancias / aplicaciones de camión y en ruedas en todas las posiciones en buenas carreteras.
- Con un diseño de banda ancha para extender la vida de servicio de la llanta.
- Con excelente drenaje de agua y rendimiento de dispersión de calor.
- Este patrón tiene rendimiento en bajo calentamiento y resistencia de rodamiento.



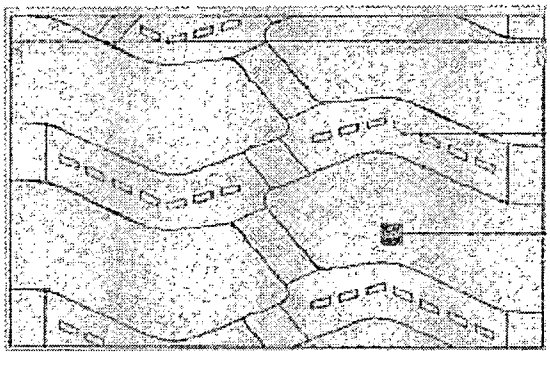
- Patrón continuo de bloqueo en el hombro para evitar desgaste irregular.
- Diseño ancho de banda reduce desgaste irregular desgaste para larga duración Diseño de patrón mejora la resistencia a la abrasión de la llanta.
- Laminillas en el hombro de la llanta aseguran una efectiva dispersión de calor.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12800
Folio No. _____

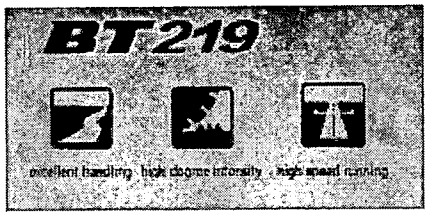
- Principalmente para tracción.
- Aplicable para manejo en carreteras dañadas especialmente
  Para carreteras de minería.
- Con excelente tracción fuera de carretera y rendimiento de manejo.
- Este patrón tiene una buen rendimiento en resistencia a rasgones y resistencia
  A pinchazos-



- Corona de banda ancha y banda con profundidad ofrece largo kilometraje.
- Diseño único de patrón de Angulo y nuevo diseño con compuesto resistente a los cortes.
- Banda con largos bloques angulares ayudan a un rendimiento de manejo y frenado superior. <asegurando conducción recta en carreteras húmedas y secas.
- Ver catálogo para más información.

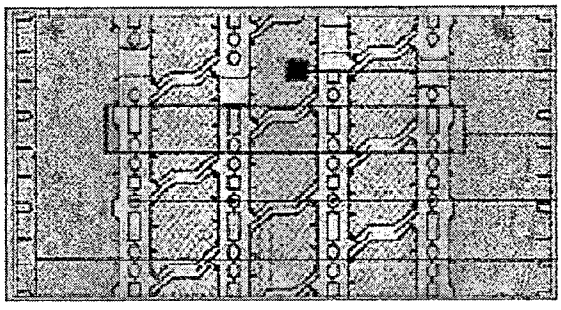
tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.



DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12801
Folio No. _____

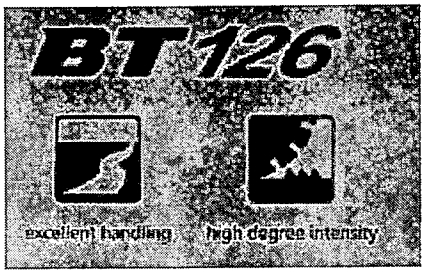
- Principalmente para largas distancias / aplicaciones de manejo y tráiler.
- Ideal para manejo a altas velocidades en carretera y buenas carreteras.
- Con un diseño de banda ancho para extender el servicio de vida de la llanta.
- <este patrón tiene rendimiento en bajo calentamiento y resistencia de rodamiento.



- Diseño de hombro ancho de llanta reduce el desgaste excéntrico
- Bajo calentamiento y compuestos superiores de resistencia al desgaste asegura una fuerte excepcional resistencia a la abrasión.
- Diseño de 4 surcos ofrecen excelente manejo y con rendimiento de drenaje de agua.
- Ver catálogo para más información.

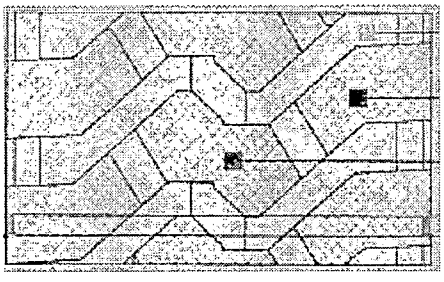
tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.



DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12802
Folio No. _____

- Principalmente para tracción
- Aplicable para manejo en carreteras dañadas especialmente
  Para carreteras de minería.
- Diseño de patrón ampliado y profundo con excelente agarre,
  Tracción y rendimiento y habilidad de manejo.
- El patrón ofrece un buen rendimiento en resistencia a cortes anti pinchazos y anti fragmentación.



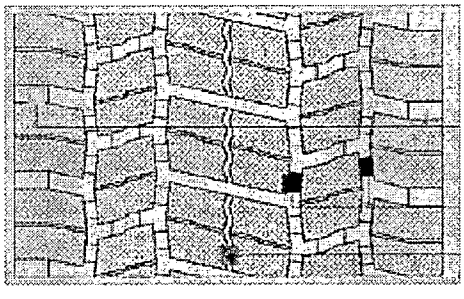
- La profundidad de la banda es 30 % mayor al patrón normal de minería
  Con vida extendida de llanta.
- Diseño único de patrón de Angulo y nuevo diseño con compuesto resistente a los pinchazos y rendimiento anti fragmentación.
- Banda con bloques largos ayudan a un rendimiento de manejo y frenado.
- Diseño de sección ancha consolida el agarre.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12803.

- Para aplicaciones regionales con eje de manejo.
- Ideal para varias superficies de carretera en autopista.
- <con buen agarre y rendimiento de tracción.
- Excelente resistencia al desgaste y largo kilometraje.

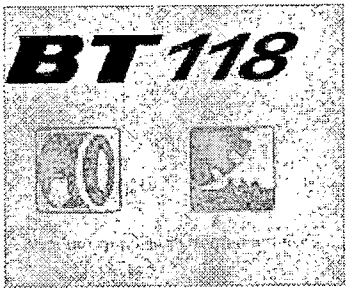


- Diseño razonablemente rígido en el hombro mejora el rendimiento
  De desgaste excéntrico
- Surcos inferiores reforzados efectivamente elimina la fragmentación de los surcos.
- Intensos surcos cruzados de dislocación y diseño de patrón ofrece excepcional
  Agarre a la superficie.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

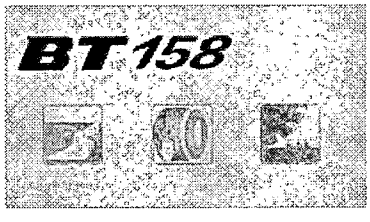
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12804
Folio No. _____



- Principalmente para eje de manejo, también ideal para rueda de manejo.
- Diseño de patrón especial, solamente aplicable para manejo en carreteras dañadas en minería con baja velocidad.
- Excelente agarre habilidad de rendimiento de manejo.
- El patrón es bueno en auto limpiado superior al desgaste y resistencia a pinchazos.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

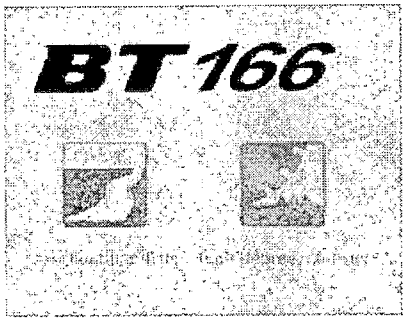


- Principalmente para llantas de conducción.
- Ideal para manejo en carreteras húmedas y malas.
- Con buen agarre y rendimiento de tracción.
- El patrón es bueno en auto resistencia al rasgado y resistencia a pinchazos.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

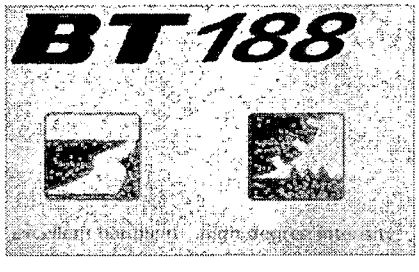
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12805



- Principalmente para eje de manejo.
- Diseño de patrón especial, aplicable para manejo en condiciones de carreteras dañadas, especial carreteras de minería.
- Provee excelente capacidad de carga y larga vida a la llanta.
- El patrón tiene buen rendimiento en resistencia al desgaste anti pinchazos y anti fragmentación.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

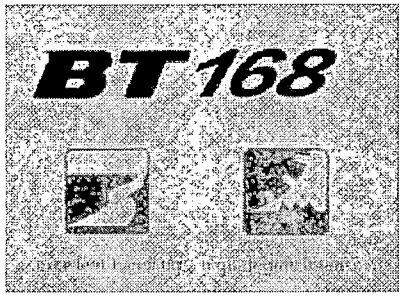


- Aplicable para eje de conducción.
- Aplicable en superficies mixtas y superficies deterioradas tales como carreteras de construcción.
- Buen rendimiento de agarre.
- Buena resistencia al desgaste y largo kilometraje-

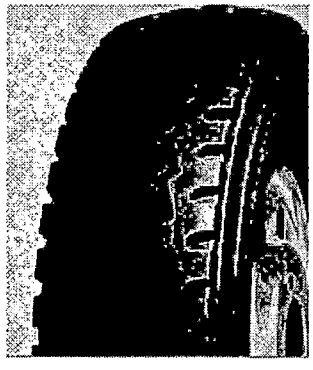
tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública 12806
Folio No. _____



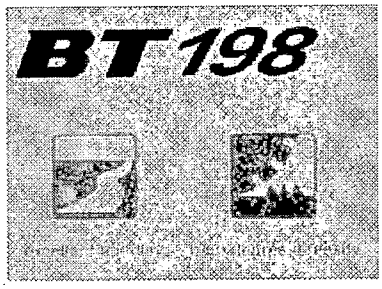
- Aplicable para todas las posiciones.
- Aplicable a varias superficies de carretera.
- Con buen rendimiento anti fragmentación y resistencia al rasgado.
- El patrón es bueno e bajo calentamiento y rendimiento a alta velocidad.

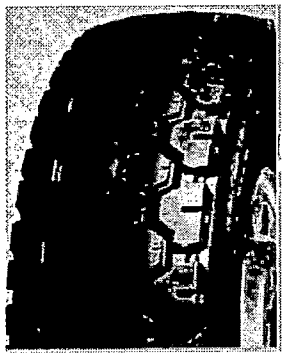


tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión .	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12807

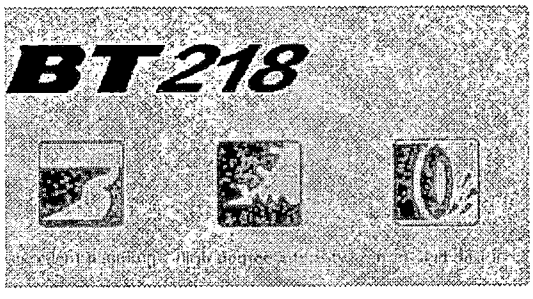




- Principalmente para tracción
- Aplicable para carreteras dañadas, especialmente para aplicaciones regionales,
- El patrón mixto con bloques grandes y surcos de latitud tienen un área de banda ancha y profunda.
- Con excelente habilidad de carga y compuestos para súper desgaste y resistencia a pinchazos.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

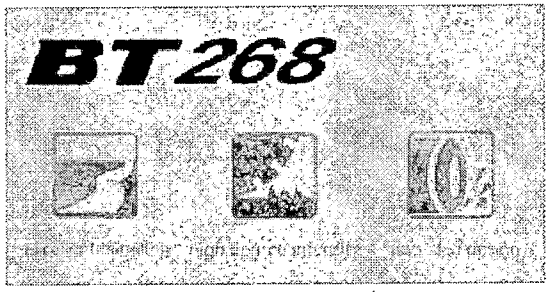


- Principalmente para largas distancias de manejo y ruedas de tráiler.
- Aplicable para un buen manejo en carreteras óptimas y autopistas.
- Con buena resistencia y rendimiento a deslizamiento, drenaje de agua.
- Este patrón tiene rendimiento de bajo calentamiento y resistencia de rodamiento.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

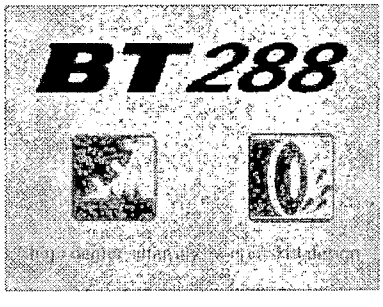
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12808



- Para aplicaciones regionales de manejo en ruedas de tráiler.
- Aplicable para manejar en carreteras normales de ciudad y autopista.
- Con excelente drenaje de agua y rendimiento anti desliz, ahorro de combustible debido a la baja resistencia de rodamiento.
- El patrón es bueno en rendimiento de bajo calentamiento y rendimiento a alta velocidad.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

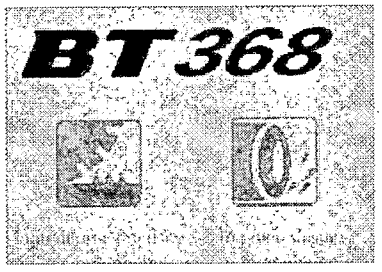


- Bajo calentamiento
- Aplicación para todas las posiciones aplicable para carreteras normales en buena condición.
- Con buena resistencia anti desliz y desgaste irregular.
- El patrón tiene bajo calentamiento y resistencia de rodamiento.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

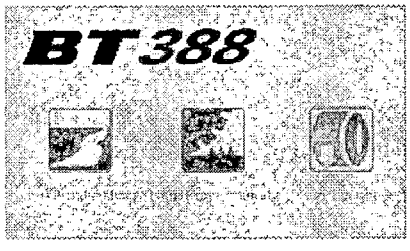
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12809



- Para aplicaciones regionales e manejo y ruedas de tráiler.
- Ideal para manejar en carreteras normales en buena condición.
- Con buen rendimiento en drenaje de agua, con extensiones laterales Anti desliz.
- Con una excelente resistencia a desgaste irregular.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

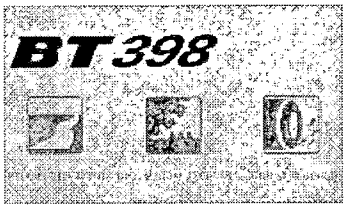


- Para aplicaciones de manejo regional y eje de conducción.
- Aplicable para varias superficies de carretera y autopista.
- Con buen agarre y rendimiento de tracción.
- Excelente resistencia al desgaste y largo kilometraje.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

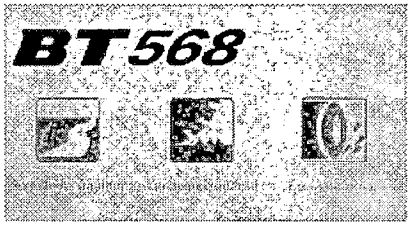
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12810



- Usada principalmente para tracción.
- Con buen agarre y rendimiento de tracción.
- Para largos recorridos en carretera normales y en buen estado.
- El patrón tiene buen rendimiento en bajo calentamiento capacidad de carga.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.



- Aplicación para todas las posiciones.
- Aplicable para carreteras mixtas y en malas condiciones.
- Con buen rendimiento anti fragmentación y resistencia al rasgado.
- El patrón tiene excelente rendimiento en resistencia a desgaste irregular.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.
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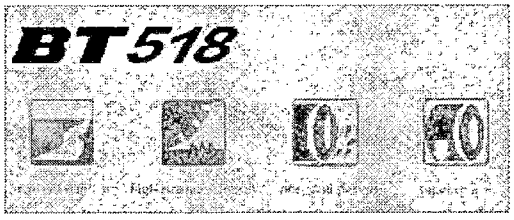
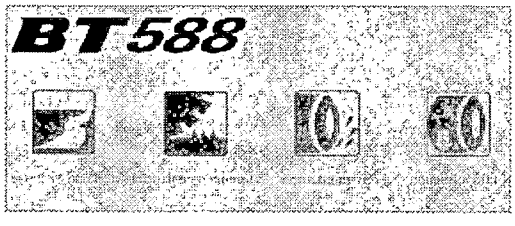
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12811



- Aplicación para todas las posiciones.
- Principalmente para carreteras con buena superficie de rodamiento.
- Con buen agarre y excelente rendimiento de tracción.
- El patron tiene buen rendimiento en bajo calentamiento y capacidad de carga.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

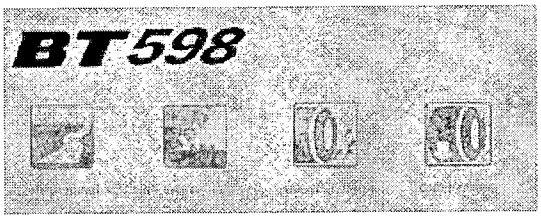


- Aplicación para todas las posiciones.
- Principalmente para carreteras con buena superficie de rodamiento.
- Con buen agarre y excelente rendimiento de tracción.
- El patron tiene buen rendimiento en bajo calentamiento y capacidad de carga.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

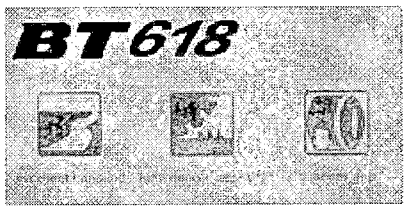
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12812



- Principalmente para tracción.
- Para aplicaciones regionales en carreteras normales y malas carreteras.
- Con excelente agarre y rendimiento de tracción.
- Este patrón tiene buen rendimiento en bajo calentamiento y capacidad de carga.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

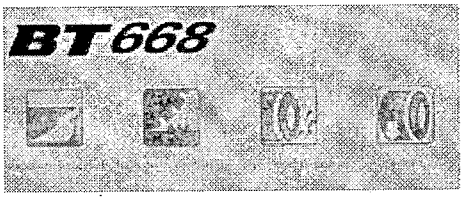


- Ideal para eje de conducción.
- Manejo en carreteras con condiciones normales de carretera.
- Con buen agarre y rendimiento de tracción.
- Buena resistencia al desgaste, largo kilometraje, excelente rendimiento a alta velocidad.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

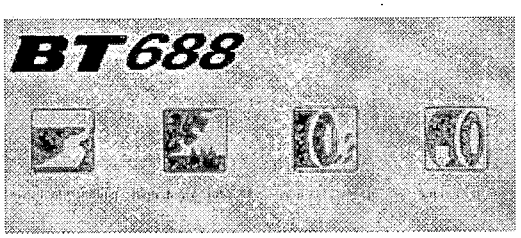
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública: 12813.
Folio No. _____



- Buena capacidad de carga, baja resistencia a rodamiento y bajo ruido.
- Con excelente drenaje de agua y resistencia a deslizamiento.
- Ideal para transporte regional de eje de triales. También aplicable para eje de dirección.
- Aplicable para transporte a velocidad media y alta en carreteras en buena condición.

tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

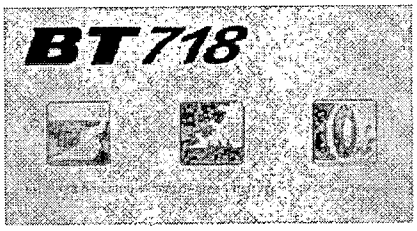


- Principalmente para eje de dirección, aplicable para autopista y carreteras urbanas.
- Aplicable para carreteras con superficies en buena condición.
- Con buena estabilidad y resistencia al desgaste.
- Confortable en ahorro de energía.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

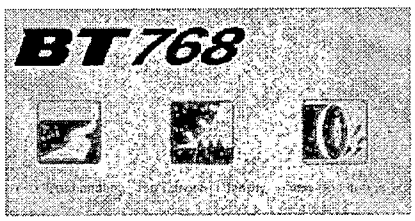
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12814



- Principalmente para tracción.
- Para conducción en caminos de construcción.
- Con buen rendimiento de tracción y manejabilidad.
- Este patrón tiene rendimiento en resistencia al desgarre y pinchazos.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

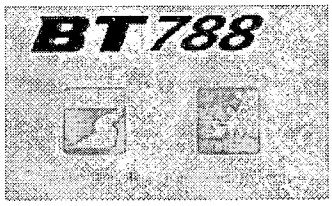


- Todas las posiciones.
- Aplicable a varias superficies.
- Con buen rendimiento en anti fragmentación y resistencia al desgarre.
- Excelente en resistencia al desgaste y largo kilometraje.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

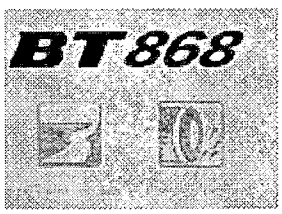
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12815



- Principalmente para larga distancia de eje de conducción también aplicable para ruedas de tráiler.
- Aplicable para conducción en autopistas y carreteras con buena superficie a alta velocidad.
- Con excelente rendimiento anti deslizamiento con extensiones laterales y bajo ruido.
- Este patrón tiene bajo calentamiento y buen rendimiento a alta velocidad.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

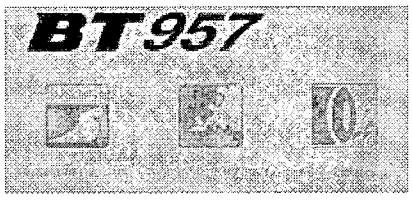


- Principalmente eje de tráiler también para largas distancias y tracción.
- Aplicable para manejar en autopistas y carreteras en buen estado a alta velocidad.
- Con buen rendimiento y drenaje de agua, resistencia antideslizamiento.
- Este patrón tiene un bajo calentamiento y bajo rendimiento en resistencia a rodamiento.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

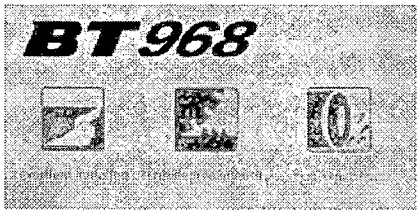
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12816.



- Principalmente para tracción.
- Para manejo a velocidad media y alta en carreteras en condiciones normales...
- Con excelente agarre y rendimiento de tracción.
- Este patrón tiene buen rendimiento en bajo calentamiento y capacidad de carga.

• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

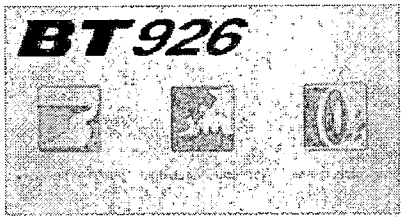


- Principalmente eje de tráiler también para largas distancias y tracción.
- Aplicable para manejar en autopistas y carreteras en buen estado a alta velocidad.
- Con buen rendimiento y drenaje de agua, resistencia antideslizamiento.
- Este patrón tiene un bajo calentamiento y bajo rendimiento en resistencia a rodamiento.

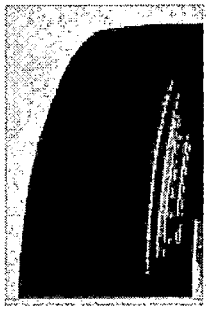
• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12817



- Principalmente para largas distancia eje de tráiler y tracción.
- Aplicable para manejar en autopistas y carreteras en buen estado a alta velocidad.
- Con buen rendimiento y drenaje de agua, resistencia antideslizamiento.
- Este patrón tiene un bajo calentamiento y bajo rendimiento en resistencia a rodamiento.



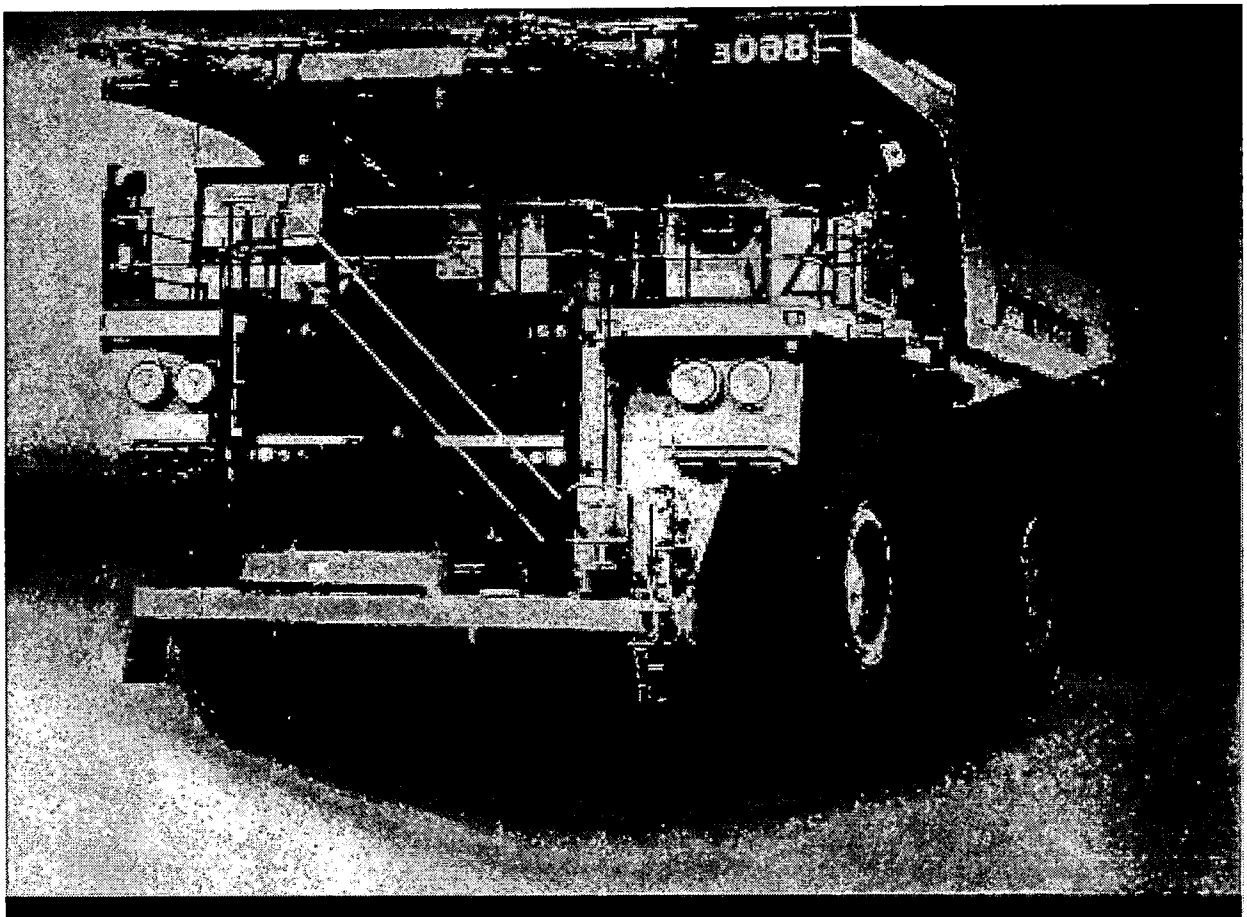
• tamaño	ply	Tipo	Llanta nueva inflada dimensión mm		Índex de carga	Carga Max-kg	Presión	Taza de velocidad	Llanta estándar	Profundi. De banda mm
			Ancho de sección	Dímetro total	Sencilla/ doble	Sencilla/ doble	Sencilla/ doble			

- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR

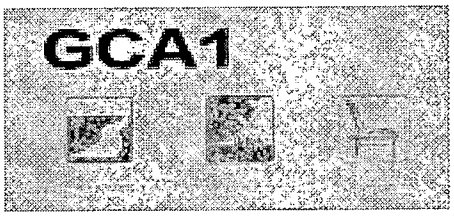
Versión Pública: 12816

Folio No. _____

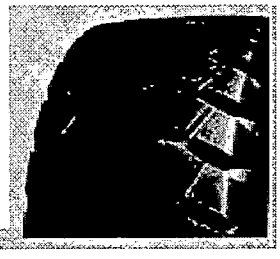


SERIES DE LLANTAS FUERA DE CARRETERA

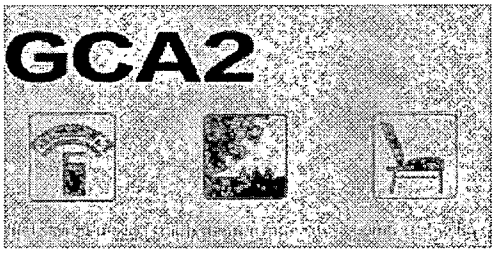
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12819



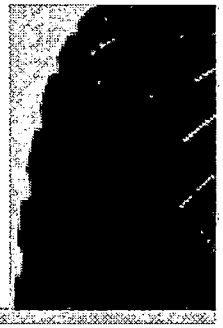
- Patrón versátil diseñado para cargador, bulldozer y otro equipo usado en construcción, Almacenamiento y aplicación de carga.
- Tracción superior.
- Asegura un viaje muy confortable debido a su estabilidad superior.
- El revestimiento interior con compuestos diseñados especialmente ayuda a prevenir escapes.



- Ver catalogo original para tabla de valores.

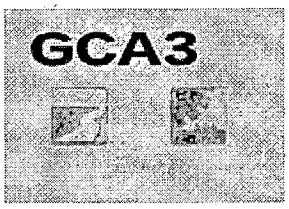


- Patrón de banda profunda no direccional diseñado para fango y superficies suaves.
- Excelente tracción y flotación ofrece manejo confortable.
- Vida de banda superior con excelente resistencia a los pinchazos.
- Baja resistencia a rodamiento y economía de combustible.



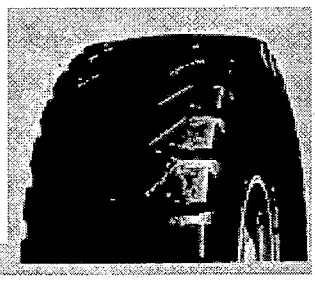
- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12820



- Tracción direccional y diseño de patrón profundo de banda estándar.
- Excelente rendimiento reforzado con un compuesto de bajo calentamiento.
- Diseñada principalmente para minería, fuera de carretera y superficies fangosas.

- Ver catalogo original para tabla de valores.



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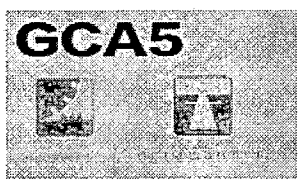
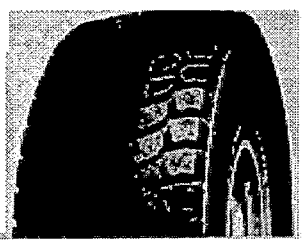


- Diseñada principalmente para aplicaciones de larga distancia a alta velocidad.
- Manejo superior confortable.
- Rendimiento de alta velocidad.
- Superior tracción en todas las superficies

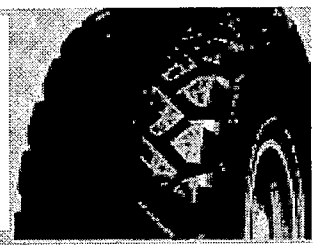


- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12821

GCA6

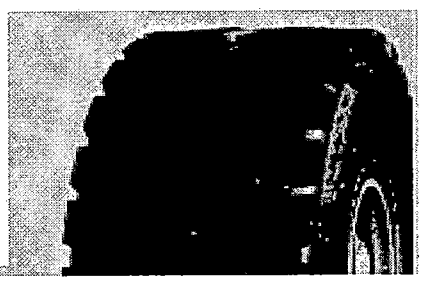
- Llanta para grúa móvil, diseñada para aplicaciones en autopista.
- Ofrece una durabilidad superior y rodamiento frio a alta velocidad.
- Esta nueva generación de diseño de banda ofrece excepcional abrasion y economía de combustible.



- Ver catalogo original para tabla de valores.

GCA7

- Esta banda profunda particularmente ideal para cargadora y camiones con volquete operando en cantera o mina.
- Única tracción no direccional, este patrón asegura tracción óptima y prolonga la vida de la banda.
- Superior resistencia de paredes laterales, resistencia a cortes.
- Buena auto limpieza con surco eyector de rocas.

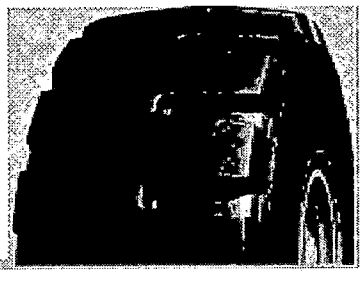


- Ver catalogo original para tabla de valores.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12822

GCA8

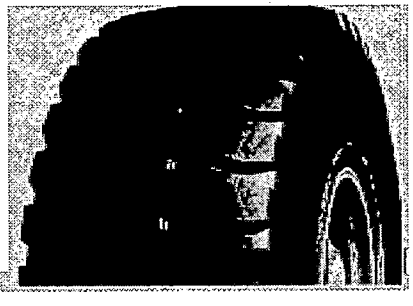
- .Patrón con banda extra profunda es especialmente diseñado para cargadores y bulldozers en extremadamente superficies rocosas en pozo abierto, canteras y minas subterráneas.
- Superior resistencia de paredes laterales, resistencia a cortes.
- Larga vida de banda.
- Durabilidad de carcasa excepcional.
- Estabilidad mejorada y confort de manejo.



- Ver catalogo original para tabla de valores

GCA9

- Diseño de banda ancha para superficies severamente rocosas.
- Usado para minería subterránea, pozos abiertos y canteras.
- Superior resistencia de paredes laterales, resistencia a cortes
- Es una excelente combinación de tracción estabilidad y manejo confortable.



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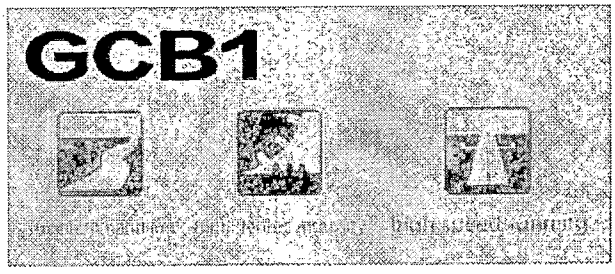
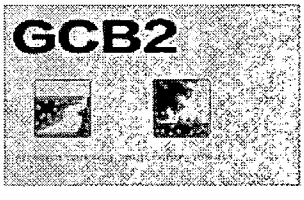
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12823

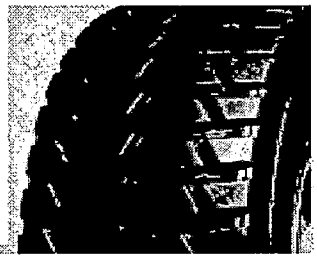


- El diseño de banda mejora el confort del operario reduciendo ruido en carretera y entregando una precisa respuesta de manejo.
- Capacidad de alta velocidad
- Excelente tracción en todas las condiciones ambas en carretera y fuera de la misma.
- Excepcional durabilidad de carcasa.

- Ver catalogo original para tabla de valores,



- Ideal para motoniveladora con contorno estable.
- Patrón único de diseño ofrece excelente agarre de tracción.



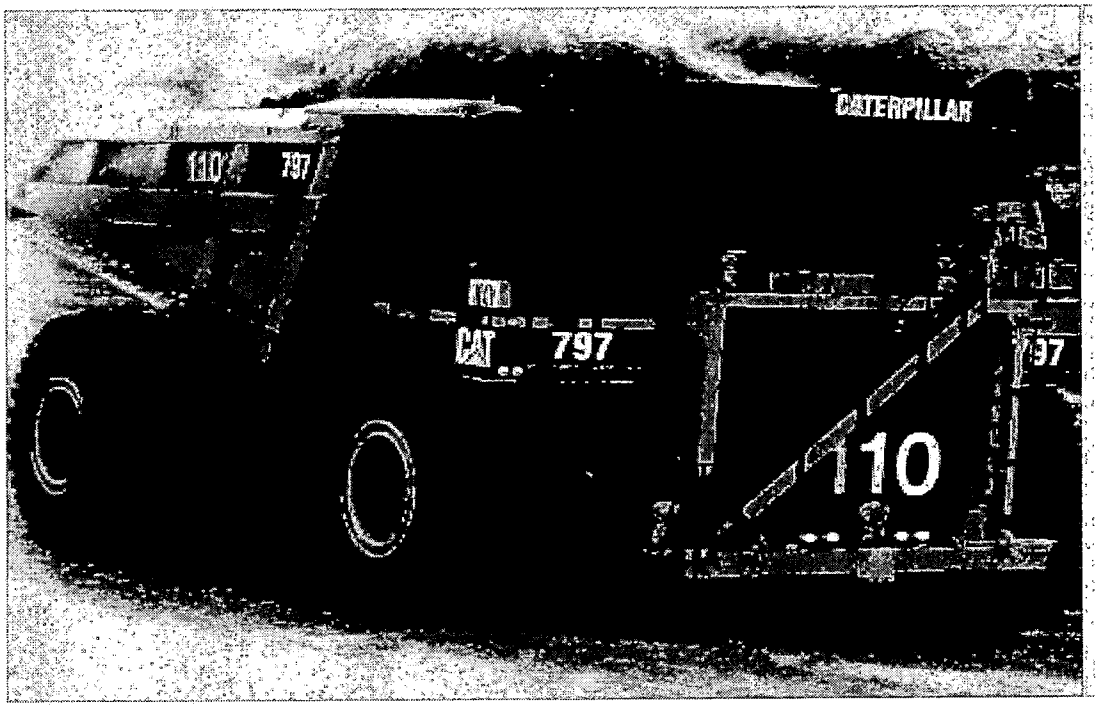
- Ver catalogo original para tabla de valores,

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12824

GCB3

- Ideal para carretillas elevadoras y cargadores e horcajadas y otro equipo portuario.
- Diseño especial de llanta con surcos ultra profundos, excelente capacidad de carga y un servicio de vida largo de llanta.

- Ver catalogo original para tabla de valores



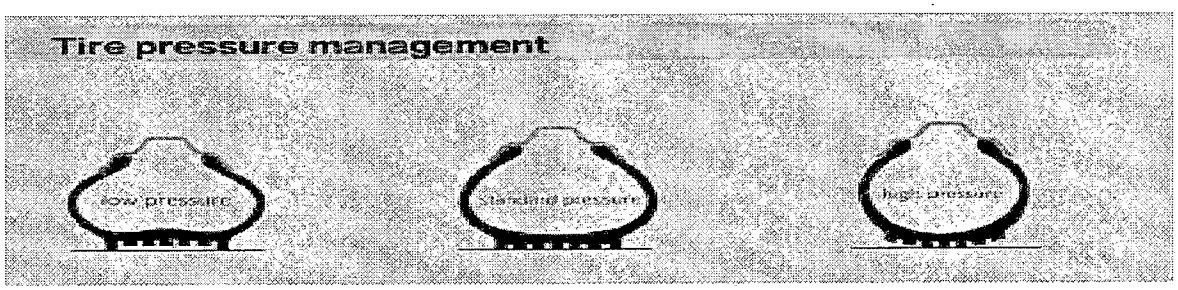
DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12825

NEUMATICO ADECUADO

Aplicación y Manejo

Además del proceso de fabricación, La aplicación adecuada y el manejo de las llantas son también son factores importantes para reducir fallas y prolongar la vida de las llantas, esto con el fin de alcanzar seguridad (para reducir fallas) y economía (para extender la vida de la llanta).

Aplicaciones adecuadas y administrasion razonable no pueden ser ignorados.



El impacto por falta de presión interna.

A. Deformación anormal debido a mucha flexibilidad resulta en una elevada temperatura interna de la llanta y reduce la fortaleza y fuerza de adhesión de material de matriz, los cuales pueden causar la separación entre la banda y el hombre o aun más explotar.
B. Mucha flexibilidad fácilmente conlleva a fragmentación (principalmente con surcos anti desliz y la unión entre la banda y la pared lateral); al mismo tiempo mucha flexibilidad fácilmente resulta en fatiga y fractura de medula.
C. Deformación anormal, aun mas explosión causa la fricción incrementada entre la pestaña y la llanta.
D. Falla al cerrar la pestaña y la llanta, causan desplazamiento de la válvula en la cámara de aire resultando en daño temprano.
E. Alta deformación hace que las llantas tengan una posición mas baja de onda de velocidad crítica y generan calor y disminuyen la fortaleza.
F. Baja presión causa que la llanta se desgaste de forma anormal (por ejemplo desgaste de hombro) afectando la vida de la llanta.
G. Baja presión causa incremento en la rotación de la llanta y desperdicio de combustible.

MANEJO DE CARGA DE NEUMATICO.

El impacto de sobrepeso en la llanta.

A. Sobrecarga y baja presión de llanta es uno de los lados para que la llanta falle con sobrecarga de la misma forma la baja presión, tener en cuenta.

B. Sobrecarga hace que la llanta se desgaste de forma anormal. (Por ejemplo desgaste de hombro), reduciendo la vida de la llanta.

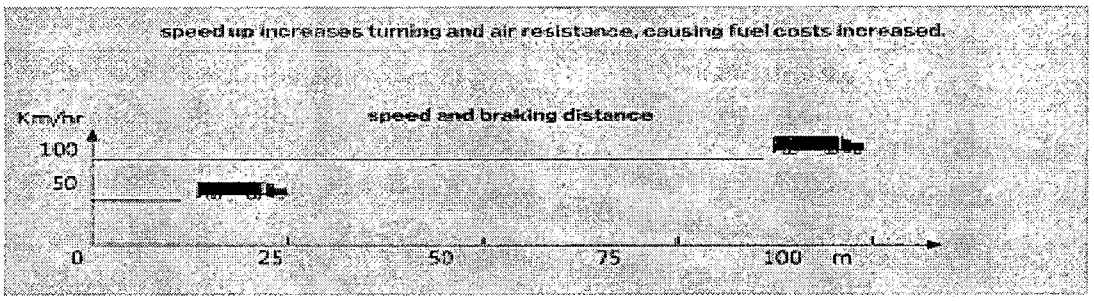
C. Sobrecarga incrementa la resistencia a la rotación de la llanta y el consumo de combustible.

MANEJO DE VELOCIDAD DE LLANTA.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 32826.

El impacto de alta velocidad.

A. A medida que la velocidad se incrementa, la fuerza de conducción, frenado y fuerza centrifuga, serán relativamente incrementadas. Esto causa un incremento en una superficie deslizante, de tal forma que esto acelera el desgaste de la llanta y reduce su vida útil.
B. Aceleración incrementa flexión en la llanta y reduce la vida útil.



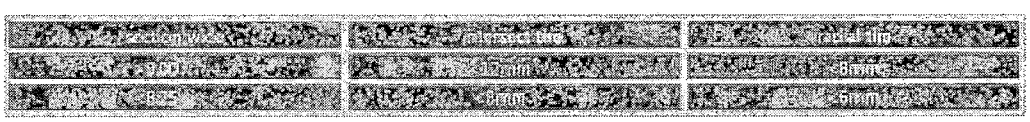
El incremento doble de la velocidad de manejo requiere cuatro veces la distancia de frenado. In otras palabras asumiendo que la velocidad es de 50 km/h la distancia de frenando de emergencia es de 25 m, pero si la velocidad incrementa a 100km /h la distancia de frenado de emergencia será de 100m.

Manejo de llanta doble

Llantas cargadas en doble tracción no son iguales por las siguientes razones:

A. Diseño curvo de drenaje. B. carretera escabrosa. Presión desigual de inflado de neumático C. Diferente diámetro de llanta.

La llanta con un diametro más grande montada en doble tracción usualmente se desgasta mal, de tal forma que la diferencia de diámetro externo entre más pequeño mejor. La tolerancia de diámetro es de la siguiente manera.



- **Remitirse a catalogo original para ver grafico.**

CFCARDONA ABOGADOS S.A.

Bogotá, septiembre 6 de 2012

Min Comercio Industria y Turismo
Fecha: 2012-09-06 04:04:09 PM
No de Radicado: 1-2012-022958
No Folios: 1 Anexos: 2
Trámite: CORRESPONDENCIA INFORMATIV
A
SUBDIRECCION PRACTICAS COMERCIALES

Doctora:
ELOISA FERNANDEZ DE LUQUE
Subdirectora de Prácticas Comerciales
Ministerio de Comercio Industria y Turismo

REF: Apertura de una investigación de carácter administrativo con el objeto de determinar la existencia, grado y efectos en la rama de la producción nacional de un supuesto dumping en las importaciones de llantas radiales y convencionales para autobuses y camiones originarias de la Republica Popular China. Resolución No 0186 de 20 de junio de 2012.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12870

Respetada Doctora:

Me dirijo a Usted con el fin de hacer entrega de los poderes originales y de las licencias comerciales debidamente selladas y autenticadas, junto con las copias simples de los mismos de las compañías:

a. Triangle Tyre Co., Ltd.
b. Shandong Wanda Boto Tyre Co., Ltd.
c. Qingdao Doublestar Tire Industrial Co., Ltd.
d. Aeolus Tyre Co., Ltd.

La copias de estos poderes fueron radicados en sus oficinas el pasado 22 de agosto, comprometiéndonos a la entrega de los originales debidamente autenticados y sellados tan pronto nos llegaran de China.

Les agradezco de antemano la atención prestada a la presente.

Cordialmente

CLAUDIA PATRICIA CORREDOR ROJAS
T.P No 92.402 del C.S.J.
C.C. No 39.787.888 de Bogotá.

Anexo originales y copias de los poderes y licencias comerciales.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 12871

PODERES Y LICENCIAS COMERCIALES DE LAS COMPAÑIAS

a. Triangle Tyre Co., Ltd.
b. Shandong Wanda Boto Tyre Co., Ltd.
c. Qingdao Doublestar Tire Industrial Co., Ltd.
d. Aeolus Tyre Co., Ltd.
e. China Rubber Industry Association.
f. China Chamber of Commerce of Metals Minerals & Chemicals Importers & Exporters.

三角 TRIANGLE 三角轮胎股份有限公司

2012年7月24日

致：
ELOISA FERNÁNDEZ DE LUQUE博士
贸易惯例处处长
贸易、工业和旅游部
E.S.D.

12872

事由：为了确定所诉的原产自中华人民共和国的进口常规和子午线卡车和公共汽车轮胎的倾销的存在、程度及其对国内产业的影响而发起的行政调查。2012年6月20日第0186号决议。

三角轮胎股份有限公司，经由下面的签字人合法代表，兹给予CFCARDONA ABOGADOS S.A.律师事务所的执业律师CHRISTIAN FERNANDO CARDONA NIETO博士（成年波哥大居民、签发于波哥大的公民身份证号为19.383.828、高级司法委员会签发的律师执业证号为26.121）和执业律师CLAUDIA PATRICIA CORRIDOR ROJAS博士（成年波哥大居民、签发于波哥大的公民身份证号为39.787.888、高级司法委员会签发的律师执业证号为92.402）广泛及特别的授权。授权他们在经由2012年6月20日第0186号决议立案、对税号为4011.20.10.00 和4011.20.90.00项下产品启动的调查中代理我公司，授权他们获取调查问卷、提供证据、提供涉及调查的书面及口头的主张和意见、对调查过程中提出的主张和事实进行质疑、参加听证会、申请召开听证会，以及从事任何关于忠实和最大利益地代表我公司的活动，直到调查的结束。

我公司授权我们的代理人行使和解、撤回、提出主张、改变主张、调解以及所有其他规定于C.P.C.第70条中的权利。

谨致问候！

签字/盖章：

CHRISTIAN FERNANDO CARDONA NIETO
高级司法委员会签发的律师执业证号：26.121
波哥大身份证号：19.383.828

CLAUDIA PATRICIA CORREDOR ROJAS
高级司法委员会签发的律师执业证号：92.402
波哥大身份证号：39.787.888

地址：中国山东省威海市青岛中路56号
邮编：264200
电话：0631-5322983
传真：0631-5321246

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12873

公　证　书

(2012)威威海卫证外字第2886号

申请人：三角轮胎股份有限公司，住所：威海市青岛中路56号。

法定代表人：丁玉华，男，一九四八年十月三十日出生，公民身份号码：370633194810300016。

公证事项：印鉴

兹证明前面文件上的“三角轮胎股份有限公司”的印鉴属实。

中华人民共和国山东省威海市威海卫公证处

公证员：郭红玉

山东省威海市威海卫公证处

二〇一二年十月二十六日

1103237636

三角 TRIANGLE 三角轮胎股份有限公司

Bogotá, julio 24 de 2012.

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12874

Doctora:

ELOISA FERNANDEZ DE LUQUE
Subdirectora de Prácticas Comerciales
Ministerio de Comercio Industria y Turismo
E.S.D.

REF: Apertura de una investigación de carácter administrativo con el objeto de determinar la existencia, grado y efectos en la rama de la producción nacional de un supuesto dumping en las importaciones de llantas radiales y convencionales para autobuses y camiones originarias de la Republica Popular China. Resolución No 0186 de 20 de junio de 2012.

La compañía TRIANGLE TYRE CO.,LTD,representada legalmente por quien suscribe el presente escrito, obrando en mi propio nombre, atentamente manifiesto a usted que confiero poder especial amplio y suficiente al Doctor **CHRISTIAN FERNANDO CARDONA NIETO**, mayor de edad, vecino de la ciudad de Bogotá, identificado con la Cédula de Ciudadanía número 19.383.828 expedida en Bogotá, Abogado en ejercicio, portador de la Tarjeta Profesional número 26.121 expedida por el Consejo Superior de la Judicatura y a la doctora **CLAUDIA PATRICIA CORREDOR ROJAS**, mayor de edad, vecina de la ciudad de Bogotá, identificada con la Cédula de Ciudadanía número 39.787.888 expedida en Bogotá, Abogada en ejercicio, portadora de la Tarjeta Profesional número 92.402 expedida por el Consejo Superior de la Judicatura de la firma **CFCARDONA ABOGADOS S.A.** para que asuman nuestra representación, en la investigación iniciada de la referencia de las partidas arancelaria 4011.20.10.00 y 4011.20.90.00, mediante Resolución No 0186 de 20 de junio de 2012, quedando autorizados para retirar cuestionarios, presentar pruebas, presentar por escrito alegatos u opiniones respecto a la investigación, controvertir pruebas aportadas y practicadas en está, asistir audiencias, solicitar audiencias y todo lo relacionado para la fiel y mejor representación de nuestra empresa, hasta su terminación.

Faculto a mis apoderados para transigir, desistir, recibir, sustituir, conciliar, y demás facultades de que trata él artículo 70 del C.P.C.

Atentamente,

CHRISTIAN FERNANDO CARDONA NIETO
T.P No 26.121 del C.S.J.
C.C. No 19.383.828 de Bogotá

CLAUDIA PATRICIA CORREDOR ROJAS
T.P No 92.402 del C.S.J.
C.C. No 39.787.888 de Bogotá.

地址：中国山东省威海市青岛中路56号
邮编：264200
电话：0631-5322983
传真：0631-5321246

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12875

ACTA NOTARIAL

(2012) Wei Weihaiwei Zheng Wai Zi, N°2886

Solicitante: Triángulo Neumático S.A., Domicilio: N°56 de Calle de Qingdaozhong de la Ciudad de Weihai.

Representante legal: Ding Yuhua, masculino, nacido el día 30 de octubre de 1948, Número de Identidad: 370633194810300016.

Notarización para: Selo

Por el presente certificamos que el sello de Triángulo Neumático S.A. en el documento anterior corresponde a la realidad.

La Notaría de Weihaiwei del Municipio de Weihai
de la Provincia de Shandong
de la República Popular China

Notario: Guo Hongyu

26 de julio de 2012

I I03237640

企业法人营业执照

（副　本）

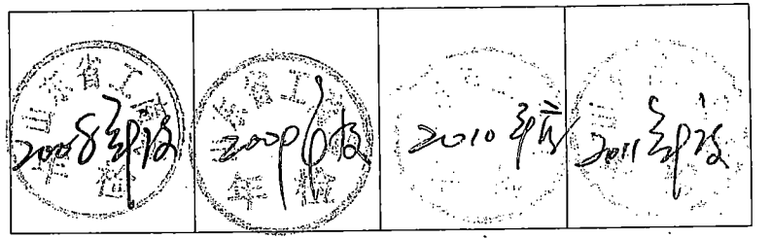
注册号　370000018066252

名　　称	三角轮胎股份有限公司
所	威海市青岛中路56号
定代表人姓名	丁玉华
册　资　本	陆亿元
收　资　本	陆亿元
司　类　型	股份有限公司
营　范　围	轮胎、橡胶制品、橡胶机械及仪器仪表、化工产品（不含化学危险品）、尼龙帘线、钢丝帘线轮胎原辅材料的研制、生产、销售及技术服务；备案范围进出口业务；化工工程设计、安装（须凭资质证书经营），机械设备及房屋租赁，仓储（不含化学危险品）装卸及物流服务，企业管理咨询服务；再生物资回收与批发（不含危险废物及须经许可的项目）。※※※
立　日　期	二零零一年二月二十二日
业　期　限	2001年02月22日　至

须　知

1．《企业法人营业执照》是企业法人资格和合法经营的凭证。
2．《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3．《企业法人营业执照》正本应当置于住所的醒目位置。
4．《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5．登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
6．每年三月一日至六月三十日，应当参加年度检验。
7．《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8．办理注销登记，应当交回《企业法人营业执照》正本和副本。
9．《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

年度检验情况



二零零九　年　八　月二十日　N

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública
Folio No. 2876

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12877

公　证　书

(2012)威威海卫证外字第2885号

申请人：三角轮胎股份有限公司，住所：威海市青岛中路56号。

法定代表人：丁玉华，男，一九四八年十月三十日出生，公民身份号码：370633194810300016。

公证事项：营业执照

兹证明前面山东省工商行政管理局于二〇〇九年六月二十九日发给三角轮胎股份有限公司的《企业法人营业执照（副本）》的原件与前面的复印件相符，原件属实。

中华人民共和国山东省威海市威海卫公证处

公证员：郭红玉

二〇一二年七月二十六日

I I03237635

Licencia Comercial de la Persona Jurídica de Empresa

(Duplicado)

Número de registro: 370000018066252

Nombre: Triángulo Neumático S.A.
Domicilio: N°56 de Calle de Qingdaozhong de la Ciudad de Weihai
Representante legal: Ding Yuhua
Capital de registro: 600 millones de RMB yuanes
Capital de entrada: 600 millones de RMB yuanes
Tipo de empresario: Sociedad anónima

DIRECCIÓN DE COMERCIO EXTERIOR
Versión Pública:
Folio No. 12878

Àmbito de gestiòn: investigación, desarrollo, producción y venta de neumáticos, productos de caucho, máquinas y aparatos de caucho, productos químicos (sin incluir los productos químicos peligrosos), el hilo de cuerda de nylon, hilo de cuerda de acero y materiales auxiliares, y los servicios técnicos; importación y exportación aprobada; diseño e instalación de la ingeniería química (por el certificado de calificación); alquiler de máquinas y talleres; almacenamiento (sin incluir los productos químicos peligrosos), carga, descarga y logística; consultoría de gestión empresarial; y reciclaje y la venta al por mayor de materiales renovables (sin incluir los productos materiales peligrosos).***

Fecha de constituciòn: 22 de febrero de 2001
Plazo de ejercicio: Desde 22 de febrero de 2001 hasta

Observaciòn

1 *Permiso de ejercicio del Representante legal de Empresario* es la boleta del empresario para obtener la calificaciòn del represente legal de empresario y la gestiòn legal.
2 *Permiso de ejercicio del Representante legal de Empresario* se divide en el original y el dupicado, que tienen misma eficacia jurìdica. El original del Permiso de ejercicio debe ponerse en un lugar llamativo en el domicilio del representante legal de empresario.
3 *Permiso de ejercicio del Representante legal de Empresario* original se debe poner en lugar evidente.
4 Permiso de ejercicio no se puede contrahacer, enmendar, arrendar, prestar o ceder a los demàs.
5 El representante legal del empresario debe solicitar el registro de modificaciòn al original establecimiento de registro cuando hay modificaciòn en el registro.
6 El establecimiento de registro hace verificaciòn anual al representante legal de empresario desde 1 de marzo hasta 30 de junio cada año.
7 Si la licencia está cancelada, el negocio debe ser parado.
8 El empresario debe devolver el original y duplicados del Permiso de ejercicio cuando revoca el registro.
9 Si la licencia está cancelada, el negocio debe ser parado.

La situciòn de la verificaciòn anual

Verificaciòn Anual de la Administración de Industria y Comercio de Shandong			
2008	2009	2010	2011

Sello: Administración de Industria y Comercio de Shandong