

STRUCTURE AND CONTENT OF THE SALE-BUY INTERNATIONAL CONTRACT

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Abstract

International commercial contract, legal act by means of which is usually done between partners in different countries, economic exchange. Under Romanian law have this character, sale contracts, cooperation in production, lending, term and commercial representation, technical assistance, maintenance of machinery and equipment, establishment of joint ventures. This understanding is completed with more comprehensive concept that act of "foreign trade" so that international commercial contract showing relationships with other countries in foreign markets. Relationships with external partners. necessary imports and cooperative actions are usually based on framework agreements provide certainty disposing of production and technical and material supply. Production for export, the export and cooperation measures should be such as to ensure adequate resources for imports and increasing foreign exchange reserves - that national income growth.

Key words: contract, international trade relations, parties, object

INTRODUCTION

The transition to market economy after the 1989 revolution led to the rediscovery of the Commercial Code, which was raised to new life, becoming general rules of business, organized on principles of private property and free enterprise.

In international trade relations, the sale-purchase is an important legal instrument. Traditional or modern forms of international exchanges of values are based on fundamental principles of contract of sale.

Defining features of the contract of sale and purchase provided by civil law in international trade is complete the specific elements. Although mainly a measure, there is a pool, sale and purchase of goods can be distinguished by the nature of commercial and international.

Home statutory form a UN Convention on contracts for international sale of goods concluded at Vienna on April 11, 1980. In order to eliminate legal barriers to trade and promoting international trade by the Vienna Convention to achieve uniformity of rules applicable materials international sale of goods. The Vienna Convention came into force on January 1, 1988. Currently 58 countries are parties to the Convention.

RESULTS AND DISCUSSION

The contract of sale - purchase trade is the legal instrument by which goods reach from producer to consumer and is made with raw materials and supplies.

Because of its structure in terms of sales - buying trade is similar sale - purchase civilian. Each contract has some obligations and these obligations must be performed in strict accordance with the terms of the contract. Failure to comply with contractual obligations governed by the consequences of the Civil Code and Commercial Code.

Every international transaction has a specific: parties, object, method of progress, which translate into legal terms through private contracts, showing its features.

International trade agreements, especially international sales contract, presents a number of common features in terms of their contents and clauses that include.

The main clauses in contracts for international sale:

- Preamble;
- Identification of parties;
- Property description;
- Price and payment terms.
- Terms and conditions of delivery;
- Verification of assets;
- Quantitative and qualitative variations to the goods supplied;
- Reserve property (the title) and the transfer of ownership;
- Risk transfer;
- Guarantees the seller and buyer complaints;
- Remedies and penalties;
- Force majeure clause;
- Call for amendments or changes to be made in writing
- Establishing the official language of the contract;
- Applicable law;
- Dispute settlement mechanism.

In most cases, the contracts presents a structure consisting of several parts: introduction, key terms, clauses that regulates career life and how to handle contract disputes .

The introduction and annexes are typically components of complex contracts, of high value or long term. In international contracts they have,

however, important functions and must be considered, even if not all contracts require a broad approach to them.

The introductory part consists of several elements: the title and subtitles, preamble, glossary. Titles and subtitles that appear in the contract were not contractual value, but only an explanation or guidance. They can serve as guidelines in the structure of contractual relationships, and how that manifested an intention of the parties.

Titles can generate as certain legal consequences, allowing classification of certain aspects of expressing intentions of the parties. Courts are not, however, required to meet the qualification time by a legal act.

The preamble is generally a statement of reasons by which the parties define "philosophy" the spirit of his contract. It can perform two functions: one contract and a "policy" (the position).

Contractual utility lies in the fact that the preamble shows that the general agreement was achieved will. The preamble shall summarize the various stages of negotiation, referred to earlier and related documents and exhibits, in general terms, the objective of the parties contract. It can be used as a tool for interpretation of the will and the objectives of the parties. Usefulness of "politics" of the preamble is that it is a general statement of the will of parties to contract and do business with the benefit of the countries involved and international cooperation.

As expressed in the contract agreement will constitute confirmation of the final outcome of negotiations and is the law of parties, it is important that the document to indicate that it contains commitments completeness parties regarding the subject transaction, canceling it and replacing any previous commitments or provisions .

Glossary terms of the contract have major whose meaning must be clear and explain the meaning that it adopt the content of the contract parties. He serves a "linguistic terms" and is an important contractual basis, meaning that facilitate interpretation of contract terms.

Annexes have, in some contracts, a substantial size and importance. They can perform three functions:

- The order contract, as annexes, being part of the contract, may serve both to know exactly by the parties of their obligations, and the correct interpretation of the will of the parties;
- The editorial notes, in that take a number of technical, financial or legal, keeping only the clauses in the contract itself (stating being made in contract documents);
- Linguistic, meaning that documents listed in Annex should normally be in the language of the contract (national language required by law), they can be written in the original language, sometimes without translation, which

provides added precision and economy of effort. Conclusion and amendment of the contract is established in writing with the conditions of validity of the Conventions. An important role meets uniform rules created by international trade practice and contractual basis and limits the fundamental principle of freedom of the will of the parties devoted to general conditions, model contracts, framework contracts, commercial usage encoded by the International Chamber of Commerce in Paris. Uniform commercial framework, with all its virtues is the lack of stability and security. As such, states have adopted, by international conventions, or following the recommendation of international organizations, some national regulations uniformly United Nations Commission on International Trade Law (UNCITRAL).

The preamble states parties to the contract, and the role of seller, buyer, full name, registered office and the real statutory, number and date of registration in the trade register of a trade or commercial court authorized the operation of the company, individuals entitled to represent the companies trade partner, their function and acts under which they are entitled to sign the contract. If partners are part of a corporation or consortium of companies with different legal forms, specific items of work, but partially similar names, name registration is accurate indication of position in that groups of firms and quality acting, in that the contractual and geographical area. It is also advisable to go in the preamble of the contract expressly state that the law is organized and operated every party to the contract. In the given context at State Government, it is recommended that the preamble should refer to the agreement, treaty, convention, or any other arrangement.

CONCLUSION

Because of its importance for commercial activity, commercial sale and purchased subject to special legal regulations. Note that Commercial Code contained only certain legal rules regulating specific aspects of buying commercial sale, art. 60-73. The general rules of sale-purchase trade are the same as the sale-purchase and are subject to civil Civil Code art.1294-1404.

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