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NATURA JURIDICĂ ȘI PRACTICA APLICĂRII CONVENȚIEI DE LA VIENA ÎN REGULAMENTUL RELAȚIILOR CONTRACTUALE INTERNAȚIONALE

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Procedura de încheiere a unui acord a evoluat mult de la un proces strict formalizat la încheierea unui acord folosind rețele de calculatoare. În prezent, aproape toate sistemele juridice reglementează principalele etape ale procesului precontractual - direcția ofertei, analiza și acceptarea acesteia către destinatari, precum și încheierea contractului în timpul procesului de negociere. Cu toate acestea, intensitatea unei astfel de reglementări și gama de relații reglementate diferă în fiecare familie juridică și chiar în statele aparținând aceleiași familii juridice (de exemplu, Marea Britanie și Statele Unite). Procesul de negocieri între părți în timpul încheierii unui acord a rămas cel mai puțin reglementat, deși încercările de reglementare a unor elemente ale procesului de negociere sunt observate în aproape toate sistemele juridice (de exemplu, stabilirea răspunderii precontractuale, statutul juridic). a relaţiilor precontractuale). Din acest motiv, este deosebit de interesant să analizăm Convenția ONU de la Viena.

Cuvinte-cheie: *evoluție, proces de negociere, responsabilitate, reglementare, sistem juridic, procedura de incheiere a contractului.*

LEGAL NATURE AND PRACTICE OF APPLICATION OF THE VIENNA CONVENTION IN THE REGULATION OF INTERNATIONAL CONTRACTUAL RELATIONS

The procedure for concluding an agreement has come a long way of evolution from a strictly formalized process to concluding an agreement using computer networks. Currently, almost all legal systems regulate the main stages of the pre-contractual process - the direction of the offer, its analysis and acceptance to the addressees, as well as the conclusion of the contract during the negotiation process. However, the intensity of such regulation and the range of regulated relations differ in each legal family and even in states belonging to the same legal family (for example, Great Britain and the United States). The process of negotiations between the parties during the conclusion of an agreement remained the least regulated, although attempts to regulate some elements of the negotiation process are observed in almost all legal systems (for example, the establishment of pre-contractual responsibility, the legal status of pre-contractual relations). For this reason, it is of particular interest to analyze the UN Vienna Convention.

Keywords*: evolution, negotiation process, responsibility, regulation, legal system, contract conclusion procedure.*

NATURE JURIDIQUE ET PRATIQUE DE L'APPLICATION DE LA CONVENTION DE VIENNE DANS LA RÉGLEMENTATION DES RELATIONS CONTRACTUELLES INTERNATIONALES

La procédure de conclusion d'un accord a depuis longtemps évolué d'un processus strictement formalisé à la conclusion d'un accord utilisant des réseaux informatiques. Actuellement, presque tous les systèmes juridiques réglementent les principales étapes du processus précontractuel - la direction de l'offre, son analyse et son acceptation aux destinataires, ainsi que la conclusion du contrat au cours du processus de négociation. Cependant, l'intensité de cette réglementation et l'éventail des relations réglementées diffèrent dans chaque famille juridique et même dans les États appartenant à la même famille juridique (par exemple, la Grande-Bretagne et les États-Unis). Le processus de négociation entre les parties lors de la conclusion d'un accord est resté le moins réglementé, bien que des tentatives de réglementation de certains éléments du processus de négociation soient observées dans presque tous les systèmes juridiques (par exemple, l'établissement de la responsabilité précontractuelle, le statut juridique). relations précontractuelles). Pour cette raison, il est particulièrement intéressant de regarder la Convention des Nations Unies à Vienne.

Mots-clés: *évolution, processus de négociation, responsabilité, réglementation, système juridique, procédure de conclusion du contrat.*

ЮРИДИЧЕСКАЯ СУТЬ И ПРАКТИКА ПРИМЕНЕНИЯ ВЕНСКОЙ КОНВЕНЦИИ В УРЕГУЛИРОВАНИИ МЕЖДУНАРОДНЫХ ДОГОВОРНЫХ ОТНОШЕНИЙ

Процедура заключения договора прошла долгий путь эволюции от строго формализованного процесса до заключения договора с использованием компьютерных сетей. В настоящее время практически все правовые системы регулируют основные этапы преддоговорного процесса - направление оферты, ее анализ и принятие адресатами, а также заключение договора в ходе переговорного процесса. Однако, интенсивность такого регулирования и круг регулируемых отношений различаются в каждой правовой семье и даже в государствах, входящих в одну правовую семью (например, в Великобритании и США). Процесс переговоров между сторонами при заключении договора оставался наименее урегулированным, хотя попытки урегулировать некоторые элементы переговорного процесса наблюдаются практически во всех правовых системах (например, установление преддоговорной ответственности, правовой статус преддоговорных отношений). По этой причине особый интерес представляет анализ Венской конвенции ООН.

Ключевые слова: *эволюция, переговорный процесс, ответственность, урегулирование, правовая система, процедура заключения договора.*

Introduction

The need for close attention to the Vienna Convention is explained by the fact that it differs significantly from domestic law in terms of technology, concepts and categories used, their meaning and role in regulating contractual relations. In addition, the theoretical significance is determined by the place that the sales contract occupies in the civil law system. Consideration of issues of sale and purchase of goods often allows to highlight such phenomena common to all contract law, features and trends that reflect the commercial nature of the relations of the parties and which should be taken into account in the rule-making activity [6, p. 173].

The procedure for concluding an agreement has come a long way of evolution from a strictly formalized process to concluding an agreement using computer networks. Currently, almost all legal systems regulate the main stages of the pre-contractual process - the direction of the offer, its analysis and acceptance to the addressees, as well as the conclusion of the contract during the negotiation process. However, the intensity of such regulation and the range of regulated

relations differ in each legal family and even in states belonging to the same legal family (for example, Great Britain and the United States). On the example of the legislation of other countries, it becomes necessary to implement some aspects of the legal regulation of certain types of contracts in the legislation of the Republic of Moldova [9, p. 56-69].

The process of negotiations between the parties during the conclusion of an agreement remained the least regulated, although attempts to regulate some elements of the negotiation process are observed in almost all legal systems (for example, the establishment of pre-contractual responsibility, the legal status of pre-contractual relations). For this reason, it is of particular interest to analyze the UN Vienna Convention on Contracts for the International Sale of Goods, in particular those provisions that relate to the procedure for concluding contracts. Since the development of the Vienna Convention reflected all theories and approaches to regulating the pre-contractual process that were developed by each legal system [10, p. 98].

The research part

The Vienna Convention applies to contracts for the sale of goods between parties whose businesses are located in different states:

a) when these states are Contracting States;

b) when, in accordance with the rules of private international law, the law of a contracting state is applicable.

The Convention applies not only to contracts of purchase and sale between parties whose business enterprises are located in the States parties to this Convention, but also in cases where, according to the rules of private international law, the law of a contracting state will be applicable.

By virtue of the principle of the autonomy of the will of the parties, recognized in private international law, the parties to the contract can, at their discretion, choose the law of the country, which will determine their rights and obligations. Most often they choose the law of the country of one of the parties to the treaty. And if this country is a party to the Convention, then its provisions will apply to the contract of sale, despite the fact that the commercial enterprise of the other counterparty is located in a state that is not a party to the convention. The application of the Convention is also possible in cases where the commercial enterprise of both parties to the agreement are not located in the contracting states, but have agreed on the application of the law of a third country party to the Convention [5, p. 41-50].

The Convention does not apply to contracts in which the obligations of the party supplying the goods are primarily to perform work or to provide other services. The Convention governs only the conclusion of the contract of sale and those rights and obligations of the seller and the buyer that arise from such a contract. In particular, unless otherwise expressly provided for in the Convention, it does not apply to:

a) the validity of the contract itself or any of its provisions or any custom;

b) the consequences that the contract may have in relation to the ownership of the goods sold. The Convention does not apply to the seller's liability for damage to health or death of any person caused by the goods. The parties can exclude the application of the Convention, or derogate from any of its provisions or change its effect.

The interpretation of the Convention must take into account its international character and the need to promote uniformity in its application and the observance of fairness in international trade. Issues related to the subject of regulation of the Convention, which are not directly resolved in it, are subject to resolution in accordance with the general principles on which it is based, and in the absence with the law applicable by virtue of the rules of private international law.

For the purposes of the Convention, the statements and other behavior of the party shall be interpreted in accordance with its intention, if the other party knew or could not have known what this intention was, if this is not applicable, then the statement or other behavior of the party shall be interpreted in accordance with the understanding that had would be a reasonable person acting in the same capacity as the other party under similar circumstances. In determining a party's intention or understanding that a reasonable person would have, it is necessary to take into account all relevant circumstances, including negotiations, any practice that the parties have established in their mutual relations, customs and any subsequent conduct of the parties.

Subsidiary Application of the Civil Code of the Republic of Moldova When Filling the Gaps in the Vienna Convention

The conditions for the application of the 1980 Vienna Convention are the presence of commercial enterprises of the parties in different countries and the non-consumer nature of the transaction (obvious to the seller). In addition, the countries in which the parties to the treaty are located must be parties to the Vienna Convention, or the law of the member state must be applied by virtue of the choice of the parties to the treaty or on the basis of conflict of laws, as indicated in Art. 1 of the Vienna Convention.

The Convention establishes a number of contracts to which it does not apply - in addition to the consumer contracts already mentioned, these include contracts related to the manufacture of goods from the customer's material, contracts for the provision (in fact, sales contracts) of services, contracts for the purchase and sale of valuable papers, ships, electricity, as well as those of them, which are made at an auction or in the order of enforcement proceedings. There are also a number of issues that do not fall under the scope of the Convention: validity of the contract, the consequences of the transfer of ownership, liability for damage caused by the goods; it does not contain provisions on forfeit either.

The Vienna Convention itself establishes that issues not settled in it are resolved on the basis of the general principles on which it is built, which, obviously, is not always possible. To fill the gaps, a **subsidiary statute** is usually applied - the law applicable to the contract in accordance with the choice of the parties or on the basis of the applicable conflict of laws rules [8, p. 132].

It also comes to the rescue if the Vienna Convention is not applicable at all.

The difficulty lies in the fact that the Convention does not specify how the parties should indicate such a waiver: neither the exact wording nor the direction of interpretation is clear. Thus, this possibility raises many questions. Moreover, in different states and legal systems, these difficulties are not the same. Most often, a court or arbitration tribunal in the process of considering a dispute tries to establish the true will of the parties through questioning. Italian judges, ignoring the direct indication of the Convention itself, do not apply, if the parties have chosen to be applicable in the treaty, the law of the participating country, justifying this by the fact that international acts are not part of national law.

In accordance with paragraph (1) of Art. 7 of the Convention, the interpretation of its norms should be carried out taking into account the international character, the need to promote uniformity in its application, and the observance of the principle of good faith. According to paragraph (2) of Art. 7 filling the gaps should be based on the general principles on which it is based. These principles include autonomy of will, good faith, freedom of the form of contract, full compensation for damage, reduction of damage, the right to interest. Only if it is impossible to refer to such principles, the national law, determined on the basis of conflict of laws rules, shall be applied.

In addition, when interpreting and applying the Convention in accordance with paragraph (2) of Art. 9, the customs of international trade should be applied - customs that the parties knew or should have known and which are widely known and constantly observed by the parties, for example, INCOTERMS, the Principles of International Commercial Contracts UNIDROIT, etc.

Dispositiveness of the Vienna Convention

Note the style of the wording of the sections dealing with buyer and seller protections. This style corresponds to the point of view that exists in many legal systems, according to which any normative act in the field of sale and purchase regulates precisely the rights and obligations of the parties, and does not consist of instructions to the court about the satisfaction of the claim made by the injured party. At the same time, the Commentary on the 1978 draft Convention on Contracts for the International Sale of Goods indicates that these two styles of legislative formulation are aimed at achieving the same result, namely, to protect the interests of the aggrieved party [11, p. 87-99].

From a commercial point of view, the most reasonable measures to mitigate damage in case of violation of the contract by the counterparty is usually the resale of goods by the seller or the purchase of goods by the buyer in exchange for what was not delivered under the contract. Naturally, in the relevant situations, other actions of the injured party, who are threatened with the occurrence of damage, may also be appropriate measures in the indicated sense. For example, the buyer's actions to independently correct defects in the goods may be quite justified, the elimination of which under appropriate conditions may cause additional damage. On the other hand, if the measures to eliminate damage, which are quite reasonable and available to the injured party, have not been implemented by it, then the sanction provided for in part (2) of Art. 77. There is no doubt that these provisions of the Convention reflect established commercial practices and their application will serve the general prospective interests of all participants in the commercial turnover, through a negative attitude towards uneconomic and ineffective trade practices [12, p. 113-129].

In terms of liability for non-fulfillment of contractual obligations, the Convention does not resolve all issues that arise and will arise in practice. Many provisions of the Convention may give rise to different interpretations in their application. Therefore, the Convention contains principles that should guide its interpretation, in particular, it should take into account its international character and the need to promote uniformity in its application and the observance of good faith in international trade. On the other hand, issues related to the subject matter of the Convention, which are not expressly provided for in it, are subject to resolution in accordance with the general principles on which it is based, and in the absence of such, in accordance with the law applicable by virtue of private international law. Thus, the relevance of studying the norms of national legal systems and the practice of their application in the regulation of contracts for the international sale of goods continues to remain [6, p. 182].

When considering claims for damages by the ICAC, all relevant circumstances stipulated by the Vienna Convention shall be taken into account, in particular: the validity of the actions of the plaintiff; proof of the fact itself, which, according to the claimant, caused damage to him; foreseeability for the defendant of losses at the time of the conclusion of the contract. For example: “a lawsuit was brought by a Swiss company against a Russian organization in connection with partial failure to fulfill an international sale and purchase contract, which provides for the supply of goods in several consignments on a fob basis for a specific Ukrainian port. The de-

fendant delivered only one consignment of goods (20% of the total amount stipulated by the contract). The plaintiff demanded compensation for damages caused by non-fulfillment of obligations, forcing the defendant to perform in kind on the terms offered to him or alternatively payment of lost profits, as well as compensation for arbitration costs and costs associated with the conduct of the process. The defendant contested the validity of the contract concluded with the plaintiff, as well as the arbitration clause contained therein.» Having applied the Vienna Convention and the subsidiary Russian substantive law on the basis of the agreement of the parties reached during the hearing, the ICAC, when making a decision, refers to *lex merkatoria*, the UNIDROIT Principles of International Commercial Contracts, which are gradually acquiring, as indicated in the decision, the status of international trade customs, as well as principles of foreign law used in international arbitration practice. Based on paragraph (3) of Art. 71 of the Vienna Convention, the defendant's reference to the fact that he suspended the fulfillment of delivery obligations in connection with the plaintiff's failure to issue a duly issued letter of credit was not recognized as justified, since the defendant did not notify the plaintiff of the fact of the suspension of performance and did not ask him to eliminate the violation.

Having recognized the proven fact of the defendant's failure to fulfill his obligations to supply the goods due to circumstances that did not exempt him from liability, the ICAC satisfied the plaintiff's claim for compensation by the defendant for lost profits in an amount recognized as reasonable and foreseeable, which was not contested by the defendant.

Based on the literal interpretation of the text of the contract, the ICAC came to the conclusion that in the absence of delivery (*non delivery*), the sanctions provided for by the contract for delay in delivery cannot be applied.

Large multinationals always have their own carefully drafted general conditions of sale and do not seek to use universal forms or model contracts (except for model contracts specially designed for a particular industry). When the 1980 Vienna Convention (CISG) was first used, lawyers in large companies regularly ruled out its application in favor of trade laws (such as the English Trade Law or the US Uniform Commercial Code) with which they were more familiar. Today, as time passes and experience accumulates, lawyers are more inclined towards the strategic use of the Vienna Convention of 1980, applying its provisions in cases where they are preferable to the provisions of a specific national law. In any event, no one expected the Model Sales and Purchase Contract to be widely used by large corporations to enter into major transactions.

Rather, the ICC Model Contract is most suitable for new and small companies with little experience in international transactions. For these users, the ICC Model Contract provides a complete and easy-to-use framework for concluding international sales transactions. In many cases, this scheme is much preferable to templates that have been developed for transactions in the domestic market, which may lack the provisions required for international transactions. At the same time, small and medium-sized companies can both use the Model Sales and Purchase Contract as a ready-made document, and use it as information for thought or methodological material when developing their own contracts. It is also possible to refer to the provisions of the Model Sales and Purchase Contract in the course of negotiations, in cases where the provisions proposed by ICC are better suited to the preferences of the party than the terms offered by the counterparty [1, p. 27].

The Vienna Convention on Contracts for the International Sale of Goods is intended to be the core of the international harmonization of commercial law. A certain number of conventions - satellites are associated with it, and although each of them deals

with a separate subject of regulation and is complete, nevertheless, it takes into account the provision of the Convention on the international sale of goods. For example, the 1974 UN Limitation Convention was amended by the Vienna Convention in 1980 on the same day that the Conference adopted the Convention on Contracts for the International Sale of Goods; this was done with the aim of bringing the Limitation Convention into line with the said Convention. Related to the Vienna and Hague Conventions on the Law Applicable to Contracts for the International Sale of Goods, 1986, and the Geneva Convention on Representation in the International Sale of Goods, 1983. The 1988 Ottawa Conventions on International Factoring and International Financial Leasing appears to be also interrelated with the Vienna Convention.

The Convention adopted many of the concepts of the Uniform Law on the International Sale of 1964, but they were improved and made more acceptable. It retains the distinction between material and non-material breaches of the sales contract, but the definition of material breaches is more objective.

An important feature of the Vienna Convention is that it allows a state wishing to become a party to it and introduce its provisions into its national law, to declare that the Convention will apply only if the parties to the treaty agree to its application.

The Practice of Applying the Vienna Convention on Contracts for the International Sale of Goods by Arbitration Courts

On June 16, 1993, the Free Trade Agreement was concluded between the Government of the Republic of Moldova and the Government of the Republic of Belarus [7].

In accordance with paragraph (1) of Art. 1 of this Agreement, «Contracting Parties shall not apply customs duties, taxes and charges having an equivalent effect on the export and / or import of goods originating from the customs territory of one of the Contracting Parties and destined for the customs territory of the other Contracting Party».

Pursuant to this Agreement, the Resolution of the Cabinet of Ministers of the Republic of Belarus of April 19, 1995 N 218 included a provision on non-collection of export duties when exporting goods originating from the Republic of Belarus to the Republic of Moldova.

The above circumstances were the basis for the request of the Arbitration of the Republic of Moldova on the interpretation of the application of the provisions of the Agreement between the Government of the Republic of Moldova and the Government of the Republic of Belarus on free trade of June 16, 1993 in connection with the collection by the Republic of Belarus of customs duties not provided for by the said Agreement.

After hearing the judge-rapporteur S.S. Abdrakhmanov, the General Counsel of the Economic Court V.A. Borovtsov, the head of the International Economic Relations Department of the Ministry of Foreign Economic Relations of the Republic of Belarus V.A. Shikh, having examined and evaluated the case materials, the Economic Court came to the following conclusions: fundamental in the law of contracts is the principle «*pacta sunt servanda*" - "contracts must be respected". It is enshrined in the fundamental international legal instruments: the Charter of the United Nations [3]; Declaration of Principles of International Law Concerning Friendly Relations and Cooperation among States in Accordance with the Charter of the United Nations, dated 24 October 1970 [4]; Vienna Convention on the Law of Treaties of 23 May 1969 [13]; Charter of the Commonwealth of Independent States of January 22, 1993 [2], and others.

The Declaration on the Principles of International Law establishes: «Each state is obliged to fulfill in good faith its obligations arising from international

treaties valid in accordance with generally recognized norms and principles of international law». A similar rule is contained in article 26 of the Vienna Convention: «Every treaty in force is binding on its participants and must be fulfilled in good faith by them».

From the given norms it follows that:

- states must strictly fulfill their obligations, regardless of internal and external factors;

- the state does not have the right to conclude treaties with third states in contradiction with its obligations under the treaties in force;

- arbitrary unilateral termination and amendment of international treaties is not allowed, except for strictly defined cases and only in compliance with the established procedures;

- a party to a contract cannot refer to the provisions of its internal law to justify non-performance of the contract.

Due to the fact that the Agreement between the Government of the Republic of Moldova and the Government of the Republic of Belarus on free trade of June 16, 1993 is an international treaty, the above principles apply to it.

According to Article 8 of the Constitution of the Republic of Belarus, the Republic of Belarus recognizes the priority of the generally recognized principles of international law and ensures the compliance of the legislation with them. The legislation of the Republic of Belarus also provides: if an international treaty of the Republic of Belarus establishes rules other than those contained in the legislation of the Republic of Belarus, then the rules of the international treaty are applied.

Based on these fundamental provisions, it should be stated that the signing of the Agreement on the Customs Union between the Republic of Belarus and the Russian Federation of January 6, 1995 and the adoption by the Cabinet of Ministers of the Republic of Belarus of Resolution No. 472 of August 28, 1995 do not provide grounds for the Republic of Belarus to fail to fulfill its obligations to Republic of Moldova under the Free Trade Agreement of June 16, 1993.

In the opinion of the Court, the provision of paragraph 2 of Article 8 of the Agreement between the Republic of Belarus and the Russian Federation, providing for the obligation of the Contracting Parties to bring other international treaties concluded by them into conformity with this Agreement in the event of a conflict with the latter, does not give the Republic of Belarus the right to unilaterally terminate or amend the Agreement with the Republic Moldova.

The Vienna Convention, namely Articles 60-64, contains an exhaustive list of grounds allowing a party to a treaty to demand its termination, none of which is valid in this case. But even if there are such grounds, the Government of the Republic of Belarus should, in accordance with the Vienna Convention and Article 54 and Article 65, carry out a procedure aimed at terminating the Agreement with the Government of the Republic of Moldova (which is also provided for in Article 19 of this Agreement).

Likewise, this Agreement may be amended subject to certain conditions and only as a result of negotiations between the Government of the Republic of Moldova and the Government of the Republic of Belarus, based on Articles 39-41 of the Vienna Convention. In this case, the main of these conditions is the following: the contract can be changed only by agreement between its participants.

The Court's findings are also based on the well-known international law provision defined as «*pacta tertiis nec nocent nec prosunt*" - "a treaty does not create obligations for a third state without its consent", based on the provisions of Article 34 of the Vienna Convention. An obligation for a third state arises from a treaty provision only when the third state explicitly accepts this obligation in writing, in accordance with Article 35 of the Vienna Convention.

In this regard, imposed on the Republic of Moldova indirectly, as a result of the signing of the

Agreement between the Republic of Belarus and the Russian Federation, the obligation to pay customs duties for goods exported from the Republic of Belarus, from which it is exempted under the Agreement between the Government of the Republic of Moldova and the Government of the Republic of Belarus, in the absence of its written consent, has no legal force.

Guided by clause 5 of the Regulations on the Economic Court of the Commonwealth of Independent States and clauses 13.4, 13.5 of the Rules of the Economic Court of the Commonwealth of Independent States, the Economic Court decided:

1. At the request of the Arbitration of the Republic of Moldova, give the following interpretation.

The Agreement between the Government of the Republic of Moldova and the Government of the Republic of Belarus on free trade of June 16, 1993 is an international treaty in respect of which the principles of international law apply:

- the contract must be fulfilled in full;
- the parties are not entitled to conclude treaties with third states that conflict with their obligations under existing treaties;
- the provisions of the agreement can be changed only with the consent of the parties;
- Arbitrary unilateral termination and amendment of treaties is not allowed, except for the cases determined by the Vienna Convention on the Law of Treaties of 1969, and only in compliance with the established procedures;
- the parties to the contract cannot refer to the provisions of their internal law to justify the failure to fulfill the contract.

2. To send a copy of the decision to the governments of the Republic of Belarus and the Republic of Moldova, the Arbitration of the Republic of Moldova, the Interstate Economic Committee of the Economic Union, the Executive Secretariat of the Commonwealth of Independent States and the judicial and arbitration bodies of the member states of the Commonwealth.

3. The decision can be appealed to the Plenum of the Economic Court of the Commonwealth of Independent States within three months from the date of receipt by the parties of its copy.

4. The decision is subject to publication in the publications of the Commonwealth and the mass media of the states parties to the Agreement on the status of the Economic Court of the Commonwealth of Independent States.

Conclusions

- An international sales contract is concluded, like any contract, by a meeting between an offer and its acceptance. An offer is an offer made to one or more specific persons, if it is sufficiently accurate and expresses the will of the tenderer to accept the obligation if accepted. The offer comes into force when it reaches the recipient when it is done orally or delivered to the recipient himself by any means . An offer is considered sufficiently accurate if it identifies the goods and specifies, explicitly or implicitly, the quantity and price, or gives indications that allow them to be identified.

- An offer addressed to indefinite persons is not considered an offer, but an invitation to tender, unless the applicant clearly expresses the opposite intention. The offer can be withdrawn until it reaches the recipient, including if the withdrawal reaches the offer. An offer cannot be withdrawn before the deadline for admission has expired - if it includes such a deadline - or if it provides that it is irrevocable, or if the recipient reasonably deemed it irrevocable and behaved accordingly.

- Acceptance is represented by a declaration or other manifestation of will, by which the recipient of the offer expresses his consent to conclude an agreement .

- Silence or inaction does not mean acceptance.

The acceptance takes effect - and the contract is concluded - from the moment it reaches the tenderer. Acceptance must reach the tenderer within the time period specified by the tender or, in the absence of a reservation, within a reasonable period of time. An oral proposal must be accepted immediately, unless the circumstances indicate otherwise.

- The rule established by the Convention regarding the content of the acceptance is that the acceptance must be pure and simple, that is, agree with the content of the offer. A response that is generally acceptance of the offer, but which contains additions, restrictions, or other changes, is a rejection of the offer and constitutes a counter-offer.

Bibliographical references

1. BABICH, O. M. *International Contracts: Study Guide.* Khabarovsk. 1999. 327 p.
2. Charter of the Commonwealth of Independent States of January 22, 1993 [date of visit 31/05/2023]. Available at: http://base.garant.ru/1118251/.
3. Charter of the United Nations [date of visit 31.05.2023]. Available: https://www.un.org/ru/about-us/un-charter/full-text.
4. Declaration of Principles of International Law Concerning Friendly Relations and Cooperation between States in Accordance with the Charter of the United Nations of October 24, 1970. [date of visit: 31.05.2023]. Available at: https://www.un.org/ru/documents/decl_conv/declarations/intlaw_principles. shtml
5. MIHALACHE, Iu., TATAR, O. *Significance and role of trading customs in international trade and in the regulation of international agreements*. In: Legea și viața, nr. 09-10 (369-370) 2022, p. 41-50.
6. NIKOLYUKIN, S. V. *Sale-Purchase of Goods in Foreign Trade Turnover. Tutorial.* Moscow: Justicinform. 2010. 473 p.
7. On the Interpretation of the Agreement between the Government of the Republic of Moldova and the Government of the Republic of Belarus on Free Trade of June 16, 1993 [date of visit 31.05.2023]. Available: http://adilet.zan.kz/rus/docs/H96S0000007.
8. RYKOV, I. Yu. *Subsidiary Liability: Trends in Modern Management.* Moscow: Statute. 2021. 332 p.
9. TATAR, O. *Legal regulation of certain types of contracts through the prism of the legislation of European countries: comparative legal analysis.* In: International Workshop „Raise awareness on Moldova Europeanization in academia and beyond it"organized by the Moldova State University, which will take place at the Moldova State University, Chisinau, on 10-11 May 2023, p. 56-69.
10. TATAR, O., SCIUCHINA, N. *Theory and practice of drawing up and concluding international commercial agreements.* Study Guide: (Author's Course of Lectures). Tipogr. «A&V Poligraf». Comrat, 2021. 267 p.
11. TATAR, O. *Strengthening treaty stability in the international legal sphere.* In: International Conference Strengthening security and stability in in the new national, regional and global realities, May 12-13 Chișinău, 2023, p. 87-99.
12. TATAR, O., MIHALACHE, Yu. *A Variety of international treaties - the stability of international economics and politics.* In: International Conference Strengthening security and stability in in the new national, regional and global realities, May 12-13 Chișinău, 2023, p. 113-129.
13. Vienna Convention on the Law of Treaties of 23 May 1969 [date of visit 31.05.2023]. Availableat: https://www.un.org/ru/documents/decl_conv/conventions/law_treaties.shtml.