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International Provisions for International Sales Contract Termination Between Parties

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Since long ago, international efforts have been aimed at unifying the international sales regulations of goods. This is because of the particular importance of sales contracts in the field of international trade. They develop trading among countries and protect contracting parties from risks that arise from the application of domestic laws when regulations are ignored. In particular, this involves international regulations and international sales contract termination. The authors of international conventions regulating the international provisions for the dissolution of international sales contracts are keen to preserve the contracts as much as possible and save them from disappearing. They do so by minimising the cases that justify resorting to termination that results in provisions. Specific legal effects may affect one or both parties as parties in an international sales contract.

Key words: *International Sales Contracts, Trade, Law*

Introduction

International trade, without competition, occupies the centre of modern relations. This is due to the exchange of wealth, services and production processes and the transfer of raw materials, goods and commodities in the markets of consumption and investment. International trade activity is mostly done through the international sales contracts. If a sales contract in the field of internal dealing is essential, its role grows and becomes more important in the field of international trade. In order to achieve the objectives assigned by the parties in the contract, it is necessary for them to complete the implementation of the contractual obligations to each other. As established in a contract, an international sales contract is not alone. There are a series of international contracts and banking operations associated with it.

The importance of the research is summarised as follows:

1. It searches for the serious consequences resulting from the dissolution of international contracts of sale between parties.
2. It illustrates international efforts to reduce cases of termination and reduce the undesirable consequences in international contracts by showing how to restore situations to what they were. It also illustrates other international procedures required by contracting parties to address the serious effects that may result from the dissolution of an international contract of sale.
3. It searches for the position of the contracting parties regarding provisions concerning the impossibility of restoring situations to what they were and looks at how to develop international solutions to deal with such situations.
4. It illustrates alternative penalties established by most international conventions to deal with the effects of termination of a contract.

Research Problem

The research problem concerns the following fundamental issues
1. The impact of termination on maintaining previous agreed conditions in an international contract or whether it has no effect on such conditions, especially in the field of compensation.
2. Do international regulations that are included in the international agreements about the termination of the international contracts among contractors support local legislation for some countries?
3. How problem of compensation arranged by international conventions acts as a spare part resulting from the provision of dissolution. It can only be determined at times when an annulment takes place in cases where there is no termination of a contract.
4. To what extent have international agreements succeeded in reducing the scope of termination of international sales contracts between contracting parties and mitigated its effects?

Research Methodology

This research is based on a comparative analytical approach through the analysis of the legal texts contained in international conventions. In particular, it looks at the Hague Convention of 1964 on International Sales and the Vienna Convention of 1980 on International Contracts for the Sale of Goods on International Provisions, relating to the effects of contract termination. It compares the provisions of these agreements and domestic legislation that deals with the provisions of the termination of contracts and the extent of their consistency in this field.

Research Plan

The research is divided into three topics as follows:
The first topic involves the termination of international sales contracts between contracting parties.
The second topic involves the retroactive impact of the termination of international sales contracts between contracting parties.
The third topic involves precautionary sanctions for the termination of international sales contracts between contracting parties.

Terminating international sales contracts

Termination takes place when one contracting party commits an essential violation of an international contract. According to an international legal regulation concerning contract termination between parties, contract termination means the dissolution of the contractual association that brings together the parties and eliminating all its effects so that the contract becomes non-existent, which is the legal situation in which every valid contract ends that has not been fully or partially executed (Ahmed, 2008).

The international conventions in the field of international sales of goods have adopted this effect. The 1964 Hague Convention on International Sales involves the expiry of contractual relationships and liberates the parties in contracts.

Its commitment to dissolution is elaborated upon in the first paragraph of Article 78. However, the Vienna Convention on Contracts for the International Sale of Goods of 1980 added several exceptions to this effect, which we will address in the following three demands:

The First Requirement

Continuation the right to compensation

One of the exceptions stipulated in the Vienna Convention on International sales contracts of 1980, which involves the termination of the contracts of international sales, is the continuation of the right to compensation. The termination of a contract has no consequence regarding the rights of both parties for demands from the other party for compensation for losses resulting from contract termination. For instance, a declaration of annulment by a seller shall not prevent a buyer from claiming compensation for losses resulting from the dissolution of a contract (Osama, 2010).

The Vienna Convention permits the combination of the penalty for annulment by compensation in Articles 45, paragraph 2 and 61, paragraph 2, whereby the creditor shall not

lose their right to seek compensation if they use one of their other rights of recourse against the debtor. Articles 75 and 76 of the Vienna Convention of 1980 involve compensation as an additional penalty. They added special rules for the assessment of compensation in the event of annulment.

Article 177 of the Iraqi Civil Code, relating to judicial termination, stipulates that 'In contracts binding on both sides, if one of the contracting parties fails to fulfil the obligations of the contract, the other contractor may, after excuses, request the annulment with compensation.'

This indicates that annulment alone, in some cases, is not enough to eradicate the violation regarding non-implementation due to the debtor. They have to compensate (Jaafar, 1989). The UN Convention on Contracts for the International Sale of Goods (1980) requires that the right to compensation should be fulfilled after the contract is terminated because of a breach by a contractor of their obligation (Hossam, 2001).

The Second Requirement

Continuation of dispute settlement conditions

There is no effect of termination on the conditions between contracting parties in international sales contracts for goods that concern dispute settlement. This is because most international sales contracts are usually not without conditions dealing with how disputes arising from the contract, such as an arbitration condition and agreement on the jurisdiction of a particular international court to deal with a dispute. The choice of the applicable law shall not be effective in the event of annulment until after its occurrence. Therefore, it shall not affect the termination of a contract, but it remains in effect after its termination and its effects will occur. If the parties disagree, this type will be settled in the manner stipulated in the contract that was terminated (Abdul et al., 1980).

The principles of international commercial contracts of Unidroit have a similar provision in Article (81/1) of the Vienna Convention of 1980, which states that 'The termination does not affect any provision in the contract relating to the settlement of disputes or any other provision that would apply even after the termination' (Omar, 2009).

Unlike the Hague Convention of 1964 on International Sale, which did not include any references to the provision that specific terms of a contract remain in force, most legislation takes the mentioned provision. The Model Law on Commercial Arbitration, prepared by the UN Committee and adopted in 1985, indicates that the imperatives imposed by international commercial dealings and respect for the will of parties to settle disputes by arbitration has

made it jurisprudence to take the rule of independence of the arbitration condition (Vincent, 2005).

The Third Requirement

The conditions agreed to be applied after the termination of a contract

Termination has no effect of on the terms of a contract in regulating the rights and obligations of parties in the event of the dissolution of an international sales contract, such as the penalty condition or the assessment of compensation and the condition of exemption from responsibility (Hassan, 2010).

Some jurists argue that such conditions are subject to the agreement of the parties to implement them after the annulment. Therefore, they are independent of the contract, which may be measured using the arbitration condition (Latif, 1982). These conditions must also be valid and their effectiveness depends on their conformity to applicable laws under the rules of special international law (Mohsen, 1988). The Principles of International Commercial Contracts (Unidroit) referred to the same provision as the Vienna Convention in Article 7.3.5, paragraph 3, stating that 'Termination shall not affect... or any other provision thereof shall apply even after the dissolution, which permits the implementation of all provisions that may be applied after the annulment.' The 1964 Hague Convention does not include a reference to the retention of specific provisions of a contract (Mohsen, 1997).

The Second Topic

The retrospective effect of the termination of international sales contracts

An announcement by one party to terminate an international sales contract returns the parties the situation they were in before the contract, i.e. freeing the parties from their obligations. If one of the parties has fulfilled all their commitments (or some of them), they may request the restoration of what they paid to the other party, which is a natural consequence. When the contract is removed, the parties must be returned to the status they were before the contract (Mustafa, 1988). The Vienna Convention of 1980 stated the retroactive effect of dissolution in the text of Article 81.2. Iraqi legislators also played a role in the retroactive termination of contracts in the text of Article 180 of the Iraqi Civil Code. It stipulates that 'If the contract of compensation is terminated, which included in the financial objects, is annulled or the termination of the obligation is incurred, it shall not be necessary to hand over the allowance that was due to the contract.'

By comparing the two advanced texts, it is understood that if whole or part of a contractual obligation has been fulfilled by either party or one of them, then the contract has been

terminated. If the buyer paid the price and the seller failed to deliver the goods on time or delivered non-conforming goods, the buyer declared the annulment.

The Hague Convention of 1964 adopted the retroactive effect of dissolution in Article 78/2. The principles of contracts for international trade in Unidroit took this effect in the text of Article 7.3.6 (Nisreen, 2011). Based on the foregoing, the retroactive effect of dissolution in international sales contracts has several consequences, which we shall include in the following three requirements:

The First Requirement

Reply after termination

The 1980 Vienna Convention was silent regarding the details of how a response would take place. However, in reference to the text of Article 7/2 of the Convention, it was found that it was due to the provisions of the applicable law in accordance with the rules of special international law. The parties in an international sales contract may also agree on how to respond after the termination of the contract. The rules of the contract shall apply to the laws of the parties. Provisions shall apply to the return of the contract in accordance with the original agreement. This agreement may be contained in the contract itself and may be subsequent to the termination of the contract. In both cases, it must be applicable. If they agree to do so in the contract, this agreement will fall under the conditions governing the rights and obligations of the parties to the dissolution of the contract, which does not affect the termination (Ahmed, 2008). However, If the subsequent agreement on the annulment regards a new contract to be complied with by both parties, we note that the Vienna Convention of 1980 showed how to respond despite the silence in one case only. In accordance with Article (81/2) of the Agreement, which is the case if both parties are obliged to respond, they shall implement their obligation simultaneously. This may suggest the place of the reply and price (Jaafar, 1989).

The Convention addresses the issue of interest in Article 78. Therefore, Article 84/1 is an application of Article 78, which establishes the principle of entitlement to interest despite the existence of countries whose rates are considered usury. Interest is payable for the forfeiture of money. As such, interest is a debt of the seller, as it is part of the obligation to return and is not an element of compensation that may be due to the buyer. The agreement does not specify how interest rates are calculated. This should be referred to as the applicable law in accordance with the rules of special international law. The General Secretariat's comment on the Vienna Convention indicates that an interest rate is determined on the basis of a current rate. Whereas Article 81/1 of the Hague Convention of 1964 requires that this interest be calculated at the rate determined by Article 83 thereof, this rate is: Official in the country

where the seller's establishment or habitual residence is located if it does not have an establishment plus 1% (Jaafar, 1989).

The Second Requirement

The impossibility of restoring a situation to what it was

The international provisions stipulated in the Vienna Convention in Article 81 represent the provisions of termination for parties, which is a natural consequence of the annulment of a contract retroactively. Some of the conditions in a contract remain after the annulment and the expiry of the obligations of the parties and the situation is restored to what it was before the contract. Delivery is a subject of a contract that does not conform to the stipulations of the contract. The buyer has the right to terminate a contract. It is logical to return a non-conforming contract to the seller. It may become impossible for a contracting party to return to a situation that is substantially the same as the one in which it was received (Hossam, 2001).

We find apparent embodiments of these exceptions in the Vienna Agreement of 1980 in Article 82/2. The agreement approves three cases in which a buyer's right to an annulment is excluded. Perhaps the most important of these cases are:

The impossibility of returning what a buyer does not have

One of the international provisions stipulating this exception is what was stated in the text of Article (82/1/a) of the Vienna Agreement of 1980, and also the Hague Agreement of 1964, which approved it according to Article 79/d. However, we find that this last agreement added an exception, which is in the event that it is impossible to return. It must not be the result of an act or omission on the part of the buyer or by the people who asked about them as workers or employees. This addition was not mentioned in the 1980 Vienna Agreement on the basis of its concept being implicit in the text (Osama, 2010). A German court ruled in a case where facts refer to the conclusion of a plaintiff's contract with a Swiss company where the defendant was obliged to make a machine according to the plaintiff's requirements. The plaintiff refused to accept the machine when examining it in the defendant's workplace and again upon examination after it was handed to them. The prosecutor claimed defects in it as well as a conformity defect with regard to the speed of its timescale. This was so even though it was not clear whether the parties reached an agreement on the speed of the timescale.

However, the defendant agreed to improve the machine in order to fulfil the requirements described in the plaintiff's presentation and in the plaintiff's request confirmation paper. After a period of time, the plaintiff explained that the deadline for carrying out this work indicated that they would not accept any implementation after that date. However, the machine sustained damage during its return to the manufacturer due to negligence in its

shipment, and the defendant refused to receive it and make any improvements to it. Then, the plaintiff announced their refusal to accept the implementation and filed a suit to recover what the had already been paid. The court rejected that claim, citing that the claimant lost the right to cancel according to Article 82 of the Vienna Agreement. The court instructed the defendant to return the deposit that the claimant paid as part of the purchase price.

The facts of the case do not indicate that the prosecutor knew or could have known that the carrier did not provide the appropriate shipment for the machine. Therefore, the court did not apply Article 82 of the Vienna Agreement and held that the plaintiff did not lose the right to declare the contract void, based on the exceptions provided in the article (82/2/a; Ahmed, 2008).

It is exceptional when a buyer does not have a product to return to a seller or when they do not have possession of it in order to return it. This is due to the fact that the product has been damaged or destroyed when the buyer used their right to examine it. We find this exception stipulated in Article (82/2/b) of the Vienna Convention of 1980. For example, goods may be trucks that were purchased on the condition that they bear a specific load, and when the buyer used them with the required load, they could not bear it and became defective. The buyer can return the trucks and cancel the contract, and their condition upon return would not be the same condition that they received them in (Osama, 2010).

We note the Vienna agreement does not stipulate a specific method for examining goods, leaving that to the international trade agreement or norms or the law of the country in which the examination is conducted. It must be expressly stated in this exception because the buyer has examined and damaged the goods as a result of the examination. The buyer may use goods before discovering a defect or the ability to discover the defect. For example, a buyer may sell goods to a third person during shipment. If the goods are fruits, for example, the buyer may enter them into an industrial process before discovering a lack of conformity. In these cases, the buyer has the right to cancel the contract. If they are not able to return the goods at all, in whole or in part, the situation may involve hidden defects of the goods that are not visible to the buyer when they receive them (Osama, 2010).

The Third Requirement

A buyer's commitment to store goods

A issue may arise regarding whether the necessary procedures to preserve goods may incur high costs for a buyer, or if a long period of preservation may expose them to destruction or damage. The Vienna Agreement has been subjected to these cases. It makes it incumbent for buyers to maintain goods even if they hold them for a temporary period in the interest of the seller. In addition to the foregoing, it may be envisaged that the recovery process will be

delayed. If this leads to a contracting party benefiting from what it received from the other party, then the party that obtained the benefit will be bound to compensate the other party.

A seller may be obligated, for example, to return a payment with interest. The buyer may also be obligated to pay a price with interest, and the buyer may be obliged to return goods in addition to the benefit they received from them (Ahmed, 2008).

This commitment entails several forms that result in certain international provisions, the most important of which are

- That a buyer should preserve a sale if they actually receive it.
- That a buyer should preserve a sale if it is placed at their disposal.
- The sale for conservation purposes.

The Third Topic

Provisional sanctions for the annulment of international sales contracts

Provisional sanctions in the form of compensation are legal provisions for declaring the annulment of international sales contracts. They result from the privation of one of the parties to fully implement their obligation, and may entail a reserve penalty, which is compensation or what is known as execution in return. Compensation is generally aimed at making reparations for a contractor due to the other party breaching its contractual obligation. Damages include the loss suffered and the loss caused by the contractor as a result of this breach. Upon awarding compensation, the amount of damage that the two parties acknowledged during the establishment of a contract is taken according to general rules. The Vienna Convention of 1980 referred to this effect (compensation) as an effect of declaring the annulment of a contract for the international sale of goods in Article 81, item 1. We note that it explicitly stipulates the possibility of combining annulment and compensation in articles 45/2 and 61/2 of the Vienna agreement.

In this case, the creditor has the right to claim compensation in addition to the annulment. This indicates that annulment alone is not sufficient to redress damage to the creditor resulting from non-implementation. Based on the foregoing, it is necessary to state the general rule on the basis of which compensation is assessed and the special rule for assessing compensation in the event of a contract being rescinded in the following two requirements:

The first requirement: The general rule for estimating compensation

The Vienna Convention of 1980 sets a general rule for estimating compensation, the amount of which can be calculated in all cases, whether the contract is annulled or not, in the text of Article 74. It is clear that the agreement aims, like general rules, to cover two elements of

damage through compensation. However, it is satisfied by taking into consideration what the party breaching its obligation anticipated during the establishment of the contract. Some argue that relying on what the party in breach of its obligation expects is a burden on the harmed party when the party who breaches the contract fails to anticipate the damage at the time of the contract's establishment (Ahmed, 2008).

Some persons refer to the Vienna Agreement in consideration of the expectation of both personal and objective standards. According to Article 74 of the Vienna agreement, harm is expected if it is anticipated to happen to the violating party. This represents the personal criterion for expectation, or whether it is possible for any ordinary person to expect harm based on the capacity of a contractor themselves regarding the circumstances. This represents the objective criterion for expectation (Osama, 2010). The Vienna agreement requires the availability of the expectation clause for the entitlement to compensation. It does not allow its exclusion even in the event of fraud or serious error committed by a violating party. This may be in contrast to national laws, including Iraqi law, which makes compensation comprehensive for damage, whether expected or not, in the event of fraud or serious error being committed by a party violating their obligation (Hossam, 2001). In 1964, the Hague Agreement has also adopted this rule regarding the estimation of compensation in Article 82. It requires an assessment of compensation based on damage, including the loss that occurred and the loss that was missed. It means the general rule adopted by the Hague Agreement estimates compensation only in the case of non-annulment of an international sales contract. Thus, it differs from the Vienna Agreement, which includes estimating compensation in cases where the contract is cancelled (Ahmed, 2008). An estimate of the value of a loss is dependent on the harmed contractor, to whom the judge looks to in the dispute or judgment. Examples of loss include a seller's expenditures in purchasing raw materials needed to manufacture goods, wages of workers contracted specifically to make the goods and expenses for storing and transporting goods. As for missing profit, it is represented by the greater profit a seller could have made if they sold the goods to another buyer (Osama, 2010). The aggrieved party cannot claim compensation for the losses caused to them, which they could have avoided by taking reasonable procedures. This regards contractors who are able to avoid loss and do not have to bear negligence issued by them to avoid the loss. Therefore, a party violating its obligation may demand the amount of compensation be reduced by the amount of loss that the harmed party could have avoided by taking some reasonable and appropriate procedures in accordance to the circumstances (Jaafar, 1989).

It is noted that the provisions of the compensation penalty contained in the Vienna Agreement do not apply to moral or physical harm that result from a debtor's breach of their obligation, according to the text of Article 5 (Hossam, 2001). This provision, provided by the Vienna Convention, is one of the objective solutions to moral and physical damages arising from goods. We find that in most legislation, including Iraqi law, the scope of contractual

liability is limited to compensation for direct damage expected to occur at the time of the conclusion of a contract. Compensation must be fair for every damage suffered by the creditor. This principle is subject to two restrictions:

First, a debtor isn't obligated to only compensate for direct damage. Second, in contractual liability, compensation is limited to expected damage without unexpected damage (Osama, 2010). Expected damage is what was gotten and expected. It can be said that all expected harm is direct damage. This is confirmed by Article 169/2 of the Iraqi Civil Code (Jaafar, 1989). This article corresponds to the text of Article 221 of the Egyptian Civil Code. This is what was confirmed by the Vienna Agreement in article 74, whereby the general rule of compensation is limited to the expected harm at the time of an international sales contract. This was also confirmed by the Hague Agreement of 1964 in article 82.

Consequently, the liability for damage that is taken into consider as a result of a breach of the obligation is limited to the amount expected by the violating party (personal officer) this officer is not sufficient because it encourages both parties to the international sales contract to evade their obligations without deciding on compensation any of them, therefore, the text was added to him by a material officer, which should not have been expected by a person other than awareness at the time of the contract conclusion to the characteristic of the offending party, if he was found in the same circumstances surrounding the sale, taking into consideration the ruling that came in article (74) of the agreement, which is the method specified to prove the expectation of harm on the part of the breaching party, as the lesson in this is about the facts and events that this party knew if it should have known at the time of concluding the contract (Ahmed, 2008).

We find that Iraqi legislation is exempted from the rule of limiting compensation to the expected harm at the time of the conclusion of the contract, which applies to well-intentioned contractors. Rather, this rule applies to parties from which violations fraud or serious errors occurred. Thus, if a contractor who breached an execution has done so in bad faith, it includes all the damage that occurred, whether it was expected at the time of the conclusion of the contract or not. A breach of the contractual obligation may result, and the debtor bears the obligation to compensate for the expected and unexpected damage. This is confirmed by Article 169/3 involving Iraqi civilians (Osama, 2010). When comparing these advanced texts in domestic legislation regarding international provisions for compensation contained in international agreements, we find that the Vienna Agreement and the Hague Agreement in 1964 were not subject to this advanced exception. However, we find the Hague Agreement referred to it in article 89 thereof (Jaafar, 1989).

The second requirement: The special rule for estimating compensation

In addition to the above regarding the general rule for estimating compensation, the Vienna Agreement adopted another method for compensating a harmed party in the event of the annulment of a contract being declared as a result of a violation by a contracting party. Article 74 of the Vienna Agreement determined the general rule that can be referred to in all cases in which one party is harmed, whether the contract is annulled or not. The special method for compensation with the so-called 'alternative transaction system' is embodied in the text of article 75 of the Vienna agreement. It is clear from the text of the above article that if a seller is the victim, they can get the difference between the original contract price and the price they got when reselling the goods (if this last price is less than the original contract price). However, if a buyer is the victim, they can also obtain the difference between the original contract price and the price they paid for obtaining the replacement goods (provided that this last price is higher in the original price) (Osama, 2010). It follows the same principles of international commercial contracts (Unidroit) if they were approved for the creditor methods that terminated the contract. It also follows these principles if they concluded an alternative deal within a reasonable period and in a reasonable way to recover the difference between the contract value and the value of the alternative transaction, as well as compensation for any other damage (Jaafar, 1989).

In order to implement an alternative transaction price, it is required for it to be conducted within a reasonable period. This starts immediately after an annulment, since the relaxation of an alternative transaction contract may lead to an increase in the amount of losses. These may be incurred by an injured party as a result of price changes within a reasonable period after termination.

Therefore, if a contract is annulled and an alternative deal has not been concluded by the harmed party, there is a running price for the goods. The harmed party may obtain the difference between the price mentioned in the contract and the current price at the time of the annulment, while preserving their right to claim compensation according to the text of article 74 of the agreement. The principles of international commercial contracts (Unidroit) come with a provision similar to the provision contained in article 76 of the Vienna Agreement. It stipulates that if a creditor terminated a contract, did not conclude an alternative deal and there was a fixed price for implementation, the contracting party may reimburse the difference between the contract value and the current price. They may do so on the date of the termination of the contract, and this may involve compensation for any other damage (Jaafar, 1989).

Conclusion

We have envisaged in this research a study of the most important international provisions that result from the annulment of the international sales contracts. Its dimensions in the reality of international commercial dealings have been explained. As international sales contracts are the legal means for the growth of international trade, and an effective way to complete international trade exchanges, the research reached the following conclusions:

1. The basic principle is that the termination of a contract leads to its cancelation, which requires the two parties to dispose of their commitments that have not yet been implemented. None of them has the right to request the implementation of those commitments or to adhere to any condition contained in the contract if the seller has not fulfilled their main commitments in the delivery of the goods and the documents related to the transfer of their ownership. If the buyer has not paid the price and received the goods, neither of them may require the other to implement their commitment when declaring the termination.
2. The termination of an international contract has a retroactive effect. The terminated contract is considered as if it did not exist. This requires the parties to return to the state they were in before the contract, and each of them returns what they received to each other.
3. Delaying the implementation of the recovery process may lead to the benefit of each contractor from what they received from the other part. Then the party who obtained the benefit is obligated to compensate the other party. For example, the seller may be obliged to return a price with interest, and the buyer may be obligated to return goods with the benefit that they received.
4. The goal of compensation in general is to make reparations for a contracting party due to the other party breaching its contractual commitment. It includes the damage, loss suffered by a contractor and losses that may a result due to the breach. Upon the award of compensation, the amount of damage that both parties expected together during the establishment of the contract is taken according to the general rules.
5. There is another way to compensate a party who lost in the event of the annulment of the international contract. In addition to the general rule for estimating compensation, which was adopted by international agreements and which can be referred to, in cases where one of the parties is harmed, whether the contract is broken or not, a special method of compensation is embodied in the so-called alternative deal system.

We also reached, through research, a set of recommendations, the most important of which are:

1. It is necessary for dealers in the field of international trade to guarantee the provisions contained in the 1980 Vienna Agreement in their international contracts and to apply them in

their disputes. Judicial rulings should apply the provisions of the agreement's applicable laws and not the laws chosen by the parties.

2. Studies and specialised research in this field should be conducted to keep pace with development taking place in international dealings. This should be done to control it with clear and flexible legal rules that go along with the rapid development of these international contracts.

3. It is necessary to stipulate the ruling of Iraqi Civil Procedure Law No. 82 of 1969 (an advanced ruling), which was adopted by most of Iraqi laws. It states, 'If the two parties agree in the contract to include the arbitration condition, for example, then one of the parties announces the annulment of the contract and the dispute arises between them over the justification for the annulment and the amount of compensation, then in this assumption is the work of the arbitration condition.'

4. We call on Iraqi legislators to issue a law on international commercial arbitration by referring to the provisions of the Model Law on International Commercial Arbitration adopted by the International Trade Commission at the UNCITRAL United Nations. It was adopted on June 21/1985. The Egyptian Civil and Commercial Arbitration Law No. 27 of 1994 was amended by Law No. 9 of 1997. Due to the accuracy of their provisions that respond to the requirements of international trade. They are not limited to the few general texts mentioned in the Civil Procedure Law No. 83 of 1969 in application.

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