

The legal status of the price clause in international trade contracts.

الوضع القانوني لبند السعر في عقود التجارة الدولية.

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Abstract:

One of the basic principles underlying contracts, whether domestic or international, is the precise definition of the elements of the contract, especially contracts in which one of the contracting parties is obliged to fulfil a significant and substantial monetary value. Therefore, the elements of an international commercial contract must be defined in a comprehensive manner by highlighting and displaying the precise details contained in the contractual terms. Since price is the crucial point on which negotiations between the parties to an international contract tend to focus and drag on, it must be precisely determined or made determinable according to objective and legal criteria. However, what matters here is whether, when concluding an international commercial contract, the price must be determined in advance for the contract to take effect, or whether the terms of the contract can be implemented even if the price is not determined.

Keywords: Contract - Price element - Determination - Serious - Formal.

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Introduction

Paying attention to the concept of price in international trade contracts is of paramount importance, as it raises many legal and economic issues. Regardless of the generality of the term 'price' and its easy association with money (currency) and economics, as well as the difficulty of defining it, it encompasses the contractual relationship that achieves an economic goal. Although price is considered a legal term relating to financial or monetary performance in exchange for the transfer of the subject matter of the contract, this general term is related to economics given its close connection to the terms value or cost. The price, as one of the pillars on which international trade contracts are based, must be specified in the contract or made determinable in accordance with objective bases and criteria agreed upon by the parties to the international contract.

Therefore, when drafting the price clause in international trade contracts, the parties must take into account all the facts and circumstances surrounding the contract, whether political, economic or legal, and bear in mind that they are aware of the price reference points, especially given the advantage enjoyed by international trade contracts, which is their long duration. Therefore, the contract must include provisions governing price fluctuations, competition and the possibility of price revision for these reasons, in addition to the instability of exchange rates for the various currencies used for payment. The wording of the price clause in international trade contracts is very important in order to avoid any issues that may arise. Therefore, when concluding an international trade contract, the parties should draft the provisions relating to the price clause taking into account the subject matter of the contract, its location and various related matters to ensure the proper and serious implementation of the terms of the contract throughout its duration.

Therefore, this article will focus on the importance of price as an important element in contractual relationships, raising the question of whether the price clause must be specified in advance for the contract to be valid, or whether the terms of the contract can be implemented without specifying the price ?. To answer this question, it is necessary to address the importance of price in international trade contracts as an element or condition for the conclusion and enforcement of the contract or a condition for the validity of the contract, and then clarify the conditions that must be met in the price element in international trade contracts.

Firstly: The importance of price in international trade contracts

Since the price is the value that reflects the financial performance incumbent upon the buyer in an international contract and his primary obligation in exchange for the transfer of ownership of the subject matter of the contract to him, in international contracts whose subject matter is the establishment of major projects, or so-called economic contracts (international construction, turnkey contracts, production in hand, technology transfer contracts, etc.), in which the price is determined in advance, there is no issue regarding the status of the price in the contract, given that, due to its importance, it is considered a fundamental element of the contract and is determined during the negotiation process prior to the signing of the contract on the basis of calculating each part of the various complex operations that make up the contract, including civil works, equipment and service distribution, transport, payment of wages, installation, technical assistance and training for workers¹.

However, the issue of the importance of price in international trade contracts arises in the field of international sales contracts, or rather contracts that embody import and export operations, and what was raised by the Vienna Convention, particularly in the field of international sales contracts for goods, compared to the provisions of domestic sales contracts, given that there are different national concepts of the price element in different legal systems. These concepts were originally behind the difficulties that arose during the preparation of the Vienna Convention in 1980 on the international sale of goods². In this regard, the obligation to specify the price in the contract and its effect on the validity of the contract, in view of Articles 15 and 14 of the Convention, appear to be contradictory. However, there are initiatives to standardise the price for legal and economic reasons, given that the price is considered the backbone or basis of all contracts and the stability of the free economy. Consequently, it has been established in all international sales contracts issued by INCOTERMS, which are known as international commercial terms by the International Chamber of Commerce³.

1. The importance of price in comparative legal systems.

The importance of price varies from one legal system to another, given the differences in how and in what way price is determined for the validity of contracts, especially if we consider the importance of the latter in various sectors, particularly economic ones, which are considered key mechanisms for management and economic development in every country.

There are countries (Anglo-Saxon countries such as Germany) that do not stipulate price as a condition for the validity of contracts, but rather leave it up to the contracting parties to agree on a reasonable price or the usual price if there has been previous dealings, contrary to French legislation, which considers the determination

of price to be a condition for the existence of a contract in accordance with Article 1591 of the Civil Code⁴. However, French case law has worked to enforce contracts, especially supply contracts, without specifying the price, especially after 1986, when the price was no longer a condition for the conclusion of the contract and, therefore, the contract was not invalidated if it was not specified in advance.

German law has taken a different approach to determining prices in contracts than legislation influenced by Napoleonic law, such as in Belgium, Italy and other countries. In German legislation, the determination of prices is left to the general rule that ‘the supply of goods is matched by payment of the price.’ Therefore, it is stipulated that when services are provided, they must be specific or capable of being specified. If the contracting parties do not agree on all the points contained in the contract based on a statement by one of the parties, the case of doubt then leads to the contract being considered null and void, as confirmed by Article 154/2 of the German Civil Code.

While Napoleonic law requires that, for a contract to be valid, the value of the subject matter of the contract must be specified in the contract or be determinable on objective grounds, given that it is considered the main obligation in the contract and must therefore be agreed upon by the parties, Consequently, the parties must specify the price or at least agree on the criteria by which the price will be determined later. This is confirmed by Professor JEOL, who states that the price is an essential element for the contract to take effect or, at least, for the contract to be valid and effective⁵.

It is clear from the above that it is not necessary to specify the price in the form of a specific figure at the time of concluding the contract, as this is impossible in some forward transactions due to the economic instability of the transactions. Therefore, it is sufficient for the price to be assessable on objective grounds, and on this basis, it is sufficient to agree that the price shall be equal to the price at which the seller purchased it, or equal to the specified market price, or the price determined by a third party agreed upon by the contracting parties, Given the importance of price as a basis for commitment, various legal systems have developed numerous methods and techniques for including the price element and ensuring that it is not omitted from contracts. Western legislation has addressed the idea of unilateral price determination and stipulated that the determination must be based solely on the will of one of the contracting parties, whether the buyer or the seller. However, if the determination of the price is left to the sole discretion of the buyer, the obligation is dependent on the will of the debtor, in which case the obligation does not exist.

If the price is left to the sole discretion of the seller, this means that the parties have not agreed on a basis for determining the price. whereas if it is stipulated that the seller shall determine the price on the basis of production costs or that the buyer

shall determine the price on the basis of the price of similar goods, the contract is concluded on the basis that the determination of the price in both cases is not left to the sole discretion of the contracting parties. Furthermore, no excuse can be made if the determination is left to one of the parties to the contract by mutual agreement, in which case the contract is concluded⁶.

Comparative legislation, particularly German and Swiss legislation, also addressed the idea of balancing contracts by specifying the price, stipulating that the price must be the market price at the time of the agreement. In case of doubt, reference must be made to the market price at the time and place specified in the contract for the delivery of the sale to the buyer (). If there is no market at the place of delivery, reference must be made to the market price at the place where prices are customarily applicable⁷.

It is clear from what has been mentioned about the importance of price that most legislation has given great importance and high priority to the price element in contracts, especially sales contracts, as they have addressed all cases that would determine the price in the contract so that the contractual relationship continues, whether the agreement to determine it was made before or after the contracting stage, or whether the price was estimated or estimable. The important thing in the end is the validity of the contract and that it produces all its legal effects in full without favouring the interests of one contracting party over another. Perhaps the best evidence of this is the use of a third party to determine the price by the contracting parties, as well as the application of specific articles relating to the appointment of an expert to determine the price, which is very important so that the interests of one contracting party are not favoured over another.

2. The importance of the element of price in Algerian law.

The Algerian legislator has paid particular attention to the price element and given it great importance, considering it to be the buyer's main obligation in a sales contract. It is mentioned in the civil code in the section on contracts relating to property in the first chapter on sales contracts and the first section on general provisions, where the legislator considered the price to be one of the fundamental elements on which the formation and execution of a sales contract is based. The Algerian legislator followed the example of Western and Arab legislation in assessing the importance of the price element in the contract and did not leave room for the contracting parties to neglect the price clause, making it assessable or estimable. For example, the price may be estimated based on the criteria used to determine it later. If the agreement is based on the market price, in case of doubt, reference must be made to the market price at the time and place of delivery to the buyer. If there is no market at the place of delivery, reference must be made to the market price at the place where prices are customarily applicable and enforceable⁸.

The principle in contracts is that the parties determine the price in advance before contracting and executing the contract so that no problems arise during execution. However, the Algerian legislator has addressed the situation where the parties do not specify the price in the contract through Article 357 of the Civil Code, which states that: "If the contracting parties do not specify the sale price, this shall not invalidate the sale if it is clear that the contracting parties intended to rely on the market price or the price at which they usually deal with each other".

Therefore, by extrapolating from civil law texts, it is clear that the legislator considered the price to be one of the pillars of a sales contract. Consequently, the absence of one of the pillars of the contract undoubtedly leads to the absolute nullity of the contract. However, the absence of a specified price does not lead to this, but rather takes into account market standards and previous transactions between the contracting parties. On this basis, the price is an element of the validity of the contract, whether it is specified in advance or deferred in the contract. Unlike the French legislator, who stipulated in Article 1592 of the Civil Code that the price may be determined by a third party to the contract, or by a representative appointed by the contracting parties, or by an expert who accurately determines the price in a manner that leaves no room for doubt as to the existence of error, fraud or the preference of one party over another, so that the contract is valid and effective, Therefore, the contract is only enforceable if the price is determined by the foreign party or the representative, and acceptance of the price proposed by the expert or representative remains at the discretion of the contracting parties to accept or reject it.

The Algerian legislator, like the Egyptian legislator, has overlooked the possibility of determining the price by a foreign party or an agent appointed by the contracting parties. However, this method has been used to facilitate the conclusion of legal transactions and ensure that contracts are valid and effective. The contracting parties may leave the determination of the price to a foreigner who is not a party to the contract, provided that they agree on this and authorise him to do so. However, for the contract to be valid, the appointment of the person authorised to determine the price must be agreed upon⁹. Given the importance that Algerian lawmakers have given to the price element in contracts in general and sales contracts in particular, it is clear that the price has a special place in the contract. Although it is the subject of an obligation, if it is not specified or cannot be specified, one of the parties may request rescission due to the absence of a price, or this may lead to instability in transactions and, consequently, to a proliferation of cases and disputes before the courts concerning the price element in contracts.

3. The importance of the price element in international sales contracts for goods

The buyer in an international contract of sale of goods has a fundamental obligation to pay the price specified in the contract. He is bound to do so, and the nature of this obligation is that he is compelled to pay the financial (cash) value in exchange for the transfer of ownership to him. The obligation to pay the price is one

of the elements stipulated in all international sales contracts issued by the International Chamber of Commerce under the name Incoterms. The Vienna Convention on the International Sale of Goods of 1980 also stipulated the obligation to pay the price in Article 53 thereof¹⁰.

The price is paid when it is due, which is usually upon receipt of the goods, when the price is specified in the contract by the contracting parties. However, the problem arises when the parties do not agree on the price and make it specific or determinable at a later time. Here, we question the validity of the contract, especially when the price is not specified in the contract. Given the importance that the agreement attaches to the price element, both cases (specified or determinable price and unspecified price) have been taken into account, meaning that the price specified in advance or determinable according to objective data has been taken into account, as well as the case where the price has not been specified by the contracting parties¹¹.

The reason for this duality in the price element in the Vienna Convention stems from the problem that arose during the drafting of the Convention, as the countries involved in its preparation encountered difficulties regarding price due to differences in the legal systems of the countries in regulating the price element. This led to difficulties in adopting a comprehensive agreement on price, despite the provisions of Articles 55 and 14. However, this raised many issues regarding contracts concluded between parties whose countries differ in their regulation of price and the issue of interpreting the two texts. On this point, the obligation to specify the price in an international contract for the sale of goods and its effect on the validity of the contract, in view of the two previous articles of the Convention, is inspired by different concepts that appear to be contradictory¹².

It appears from an examination of the content of Articles 14 and 55 of the Vienna Convention on the International Sale of Goods that they lead to a contradiction in the provisions, as the provisions of Article 14 refer to the determination of the price or its determinability as a condition for the valid conclusion of the contract, while the content of Article 55 indicates that an international contract may be concluded in accordance with legal and valid procedures even if the price is not determined or determinable. This contradiction between the two articles has led to disputes in international trade contracts over the price element. Perhaps the most significant dispute in international trade over the content of these two articles arose between the Hungarian airline Malev Hungarian Airlines and the two American companies specialising in the manufacture and maintenance of civil aircraft and their engines, Boeing and Airbus, which came under the name Pratt & Whitney, in 1990¹³.

The two solutions adopted by the Vienna Convention in Articles 14 and 55 were intended to facilitate matters for the contracting states, given the differences in their legal systems regarding how to determine the price or make it determinable. Furthermore, it is not easy to declare an international commercial contract void, in accordance with and application of the principle of economy in rescission, given the

difficulties, conditions, obligations and negotiations involved, as the parties have expended a great deal of effort and money in order to conclude the contract. Article 55 of the Convention therefore supplements the intention of the contracting parties in the absence of a price specified in the contract and assumes their implied intention to prevent the contract from being invalidated due to the absence of the price element. On this basis, the price is considered an element of the validity of the international contract in order for it to produce all its legal effects. Therefore, attention must be paid to the validity of the offer, but not at the expense of the will of the contracting parties. However, in accordance with the reality of international commercial transactions, the desire of the parties to enter into a contract without specifying the price constitutes evidence of their implicit desire to violate the provisions of Article 14 of the Convention. Therefore, the meaning of Article 55 of the Convention, when interpreted broadly, takes precedence over Article 14¹⁴.

Secondly : Terms and conditions of the price element in international trade contracts

Since price is one of the fundamental elements of international trade contracts, the parties pay close attention to it by including in the contract an explicit provision specifying the price to be paid within the specified time limits, or by including in the contract the bases and criteria to be relied upon in the event that the price is not specified by the parties. However, the price itself must meet certain conditions derived from the general rules of domestic law in most legal systems of countries, which are also relied upon in international trade contracts, namely that the price must be an amount of money, estimated or estimable, and that it must be serious.

1. The price is an amount of money (in cash)

In international trade contracts, payment in cash (the price) is more common than barter, based on the general rules for contracts in domestic laws, the price must be estimated in cash, and if the contract specifies that part of it is in cash and part of it is not, the value that best fulfils the obligation of the party committing to pay the price shall prevail, or rather, the predominant element in the contract shall be considered in order to determine the extent to which the condition of the monetary value of the price is met. In addition, applying this criterion leads to a distinction between a sales contract and other contracts in which the consideration is goods or real estate. Furthermore, when there is doubt about the monetary value, the contract is considered a sale within the limits of the monetary price.

When considering the content of international contracts and the extent to which they comply with the condition of payment in cash, it becomes clear, based on how the value corresponding to the goods and services covered by the contract or the facility or complex covered by the contract is paid, that if payment is made in currency, this is considered to be compliance with the condition of payment in cash. However, if the payment is in the form of a service or in kind by providing goods of another type, it is considered barter, which is an exception to the rule in international commercial transactions. Although barter is an ancient method, it has recently

become widespread and widely used. Giant international companies in the field of international trade resort to barter in order to continue their operations and avoid paying taxes¹⁵.

From this, it is clear that the condition that the price be an amount of money is not a priority in international trade contracts, as there are several methods of paying the price without limiting it to money alone. Rather, this condition is found in domestic contracts, due to its particular importance in distinguishing a sales contract from a gift contract, the latter of which falls outside the scope of international trade contracts.

2. The price element is estimated or estimable.

The implementation of this condition requires that the parties to the international contract, on the one hand, determine and estimate the price in a manner that leaves no doubt as to the true value of the subject matter of the contract, and on the other hand, if they are unable to determine it, they must then specify the basis on which the price can be estimated, meaning that in this case, the price must be limited to a statement of the basis on which it is determined during the contract or during the performance of the contract. However, in the field of international trade, and given the condition that the price must be estimated or estimable, a distinction must be made between two types of contracts: international sales contracts, international construction contracts, and technical knowledge transfer contracts, as the latter fall under the category of international economic contracts¹⁶.

- **For international sales contracts for goods:** The above condition may be applied by estimating the value of the goods, either directly by stating the price to be paid in figures and letters in the contract, for example, 2,000 euros is the price to be paid by the buyer in exchange for receiving the goods, or by estimating the price based on its weight, size, or market value. –the market in which the contracting parties operate and in which the goods are located under the same conditions—and if the contracting parties do not estimate the price and there are no bases on which to determine the sale price, this shall not invalidate the contract if it is clear from the circumstances of the contract that the parties intended to adopt the price prevailing in trade or the price at which they had previously dealt with each other (). This was also confirmed by the Vienna Convention on Contracts for the International Sale of Goods in the event that the price is not estimated by the parties¹⁷.

- **With regard to international economic contracts:** These include production contracts, turnkey contracts and technical knowledge transfer contracts. In this type of contract, the price must be determined in such a way that there is no doubt that it is based on objective factors or that it is assessed by an arbitrator or expert chosen by the contracting parties who is knowledgeable in the field, Furthermore, the price in such contracts is estimated and determined in negotiations prior to the conclusion of the contract and following bids submitted by foreign contractors and accepted for the completion of the project. In this case, the price is determined on a lump sum basis,

meaning the total value of the contract, which includes all costs related to the execution of the contract¹⁸.

Considering that price is one of the essential elements of compensation in contracts, the parties to the contract shall estimate and determine it, taking into account the difficulties and pressures that may arise during the negotiation stage due to the imbalance in legal positions, especially if one of the parties belongs to a third world country and will inevitably succumb to the authority of the foreign company monopolising the service. It is therefore necessary to estimate the price according to the nature and size of the work, for example, if it concerns equipment, works, construction and technical assistance, etc. It is therefore considered necessary to determine and estimate the price or make it estimable in this type of contract due to its high monetary value. Some specialists in the field of such contracts have emphasised that the absence or failure to estimate the price renders the international contract invalid and even null and void, even though it is difficult to determine and estimate the price of some works or some contractual clauses at the time of conclusion of the contract, so they are designated on a provisional basis¹⁹.

3. Seriousness of price (that the price is serious)

Based on the idea that price is an essential and fundamental element in international trade contracts, the parties pay great attention to the price determination clause, which is why they take this task very seriously so that no problems arise during the execution of the contract. A serious price means that it is not fictitious or insignificant, and in order for the price to acquire this description or characteristic, it must contain the elements of the price corresponding to the transfer of ownership of the subject matter of the contract. The price must be serious, and it can only be so if it is real and not insignificant or cheap²⁰.

The price is real (and therefore serious) if it is not fictitious. and the meaning of determining the price in a nominal manner is that the intention of the contracting parties is not to pay the agreed value recorded in the contract, i.e. one of the contracting parties does not pay the real value expressly stipulated in the contract, but this price is only mentioned to fulfil the price clause in the contract, and thus the contract is concluded validly, complete with its essential clauses and producing its effects.

The actual price is the price agreed upon by the contracting parties for the performance of the contract, and it is so if it truly includes the actual cost price, meaning that it is the price that includes the total cost of the materials used to produce or create the goods or services covered by the contract. In order to determine this amount, the factors that allow the calculation of the actual price of the subject matter of the contract must be clarified, including in particular the price of the raw materials used and the labour costs. This is the practice in international construction contracts and international supply and equipment contracts, The price in these contracts is based primarily on the cost price plus a percentage interest for the execution of the contract, which makes the price serious and real. There are also factors that are relied

upon to determine the real price, which we find, for example, in technical knowledge transfer contracts. as the real price indicates the price resulting from the specific conditions for exporting a product manufactured using the transferred technology, i.e. taking into account the conditions included in the technology transfer contract that prevent the transferee from exporting the product to international markets where the exporter's technology is promoted.

However, the seriousness of the price or lack thereof can be raised, especially in the field of international trade contracts that are most commonly used and practised, such as international contracts for the sale of goods, in which the parties conclude their contract without specifying the price to be paid, or they specify the price based on the weight and quantity of the goods sold. The latter allows for the practice of fictitious prices, and determining the price or monetary consideration for the transfer of ownership from the seller to the buyer is essential for the sale to exist. If the contracting parties intend to transfer ownership without consideration or compensation and there is no intention to charge the buyer cash consideration as the acquirer of ownership, this is considered a transfer of ownership without compensation and, consequently, the contract of sale is converted into another contract and, in domestic law, into a contract of gift. Therefore, the price in an international sale must not be fictitious, and this is the case if the seller does not intend to receive the sale value from the buyer, but rather the price serves only to give the sale contract an external form. This practice is resorted to by many economic operators in the field of international trade contracts to avoid paying taxes.

Therefore, the use of a fictitious price by contractors, rather than a genuine one, raises the issue of the status of price in international trade contracts, even though it is one of the main obligations and essential elements for the validity of contracts, in addition to other conditions that must be met for an international contract to be valid and effective. This is what Algeria has done in its international contracts, where it has given great importance to the price²¹.

Conclusion

If we accept the logic that price is an essential element in an international commercial contract, then it must be specified in advance by the parties and must be paid when due. This is the fundamental obligation of the party responsible for paying the price in the contract. From this perspective, the principle of price finality in international trade contracts is absolute and cannot be amended or revised by the parties, which is what gives price its essential and fundamental nature in international commercial contracts.

However, given the external factors and circumstances surrounding international commercial contracts, especially those that lead to economic imbalance in the contract, which may prompt the parties to review and amend the terms of the contract in general and the price clause in particular, the principle of finality of price becomes a relative principle affected by international trade factors. The price then becomes subject to review and amendment whenever necessary, relying on specific methods

such as review, which involves renegotiation when the parties to the contract meet again to address and restore the financial balance of the contract.

Given that international commercial contracts are the result of numerous arduous negotiations over a long period of time before their implementation, and that the parties have expended considerable effort and money in order to conclude the contract, it is not logical to terminate the contractual relationship due to the failure to specify the price or its imbalance due to circumstances that led to the delay in fulfilling it. Maintaining the contractual relationship is fundamental in international trade contracts, through reviewing and amending its terms with the assistance and expertise of specialists in the field, such as economists and lawyers.

Therefore, determining the price in international trade contracts is one of the elements that receives the most attention from economic operators and negotiators in the field of international trade, given its importance in influencing their legal positions and financial returns. Although it is specified in the contract in a fixed and precise manner, its stability throughout the duration of the contract remains subject to the economic interests of the countries and companies that monopolise the goods or services, or the parties that have an influence on the international contractual relationship. Hence, the inevitable conclusion is that the stability of the price in the contract is subject to the legal and economic factors surrounding international trade contracts.

Margins:

¹ Maâchou Ammar, *International Economic Contracts in the Algerian Experience* (Turnkey Contracts and Production in Hand), Doctoral thesis in Law, Department of International Law and International Relations, Institute of Legal and Administrative Sciences, University of Algiers, 1998, p 148.

² Walid Ali Muhammad Omar, *The Price in International Sales Contracts as One of the Buyer's Essential Obligations*, Technical Office for Legal Publications, no country of publication, 2001, p 46.

³ These are essentially model contracts that first appeared under the name International Trade Terms in 1936, when the International Chamber of Commerce issued these internationally recognised terms, which are used in international trade contracts, particularly in the field of export and import, to avoid any misunderstanding. Several amendments were made to them in 1980, 1976, and 1953, respectively, with the last amendment and revision taking place in 1989 and becoming effective in 1990. The price element is specified each time in each term. Barrada Ghazi Ahmed, *Export, Import and Legal Issues: A Comparative Study – Regulatory Texts*, Publications of the Association for the Development of Judicial Research and Studies, Al-Amanah Printing Press, Morocco, 1993, p 17.

⁴ JEOL Michel, 'Determining the price of long-term contracts,' *RJDA*, No. 01, Paris, 1996, p. 11.

⁵ The price is a necessary element, if not for the validity, then at least for the effectiveness of the contract. See: JEOL Michel, 'The legal content of the decisions of 1 December 1995', *RTDcom*, N° 01, Paris, 1997, p. 01.

⁶ Hassane Mohamed, Sales Contracts in Algerian Civil Law, 4th edition, University Publications Office, Algiers, 1994, p. 64.

⁷ TALLON Denis, Price determination in contracts (comparative law study), Editions A.Pedone, Paris, 1989, p 52.

⁸ See Articles 388 and 387 of Order N°. 75-58.

⁹ Moussa Mohamed, Contracts and Project Strategy in Developing Countries, Al-Maktaba Al-Arabiya, Ghardaia, Algeria, 1994, p 56.

¹⁰ Barrada Ghaziou Amhamed, Export, Import and Legal Issues, Study and Application – Regulatory Texts, Publications of the Association for the Development of Judicial Research and Studies, Rabat, Morocco, 1993.p 15.

¹¹ Al-Khatib Muhammad Muhammad, Buyer Obligations in International Sales, Dar Al-Ilm Lil-Milions, Beirut, 1986. p 107.

¹² FONTAINE Marcel & DELY Filip, International Contract Law: Analysis and Drafting of Clauses, Editions BRUYLANT, Brussels, 2003, p. 570.

¹³ TRAHAN Anne-Marie, 'The UNIDROIT Principles of International Commercial Contracts,' RJT, Vol. 36, Quebec, 2002, pp. 633-634.

¹⁴ LECOSSOIS Delphine, 'Price determination in the Vienna Convention, the U.C.C., and French law: critique of the first decision relating to Articles 14 and 55 of the Vienna Convention,' McGill Law Journal, Vol. 41, Quebec, 1996, pp. 514-542.

¹⁵ Al-Sanhouri Ahmad Abdul Razzaq, Mediator in the Explanation of the New Civil Law, Contracts Relating to Property, Sale and Barter, Volume IV, Second Edition, Al-Halabi Legal Publications, Beirut, 1998. p 364.

¹⁶ MARTIN H. Godel, 'International Trade Contracts,' lecture by Professor JACQUET, Graduate Institute of International Studies, Geneva, 25 June 2001, pp. 1-26.

¹⁷ HEUZE Vincent, Treatise on Contracts: International Sale of Goods, Uniform Law, Editions LGDJ, Paris, 2000, p 312.

¹⁸ Ben Bakr Al-Tayyar Saleh, International Contracts for Technology Transfer, Second Edition, Centre for Arab-European Studies, 1999. 203.

¹⁹ Jawad Muhammad Ali, International Contracts, Dar al-Thaqafa Library, Amman, 1997. p 37.

²⁰ Abu al-Sa'ud Ramadan, Explanation of Contracts Named in Sales and Barter Contracts, Second Edition, Dar al-Jami'ah al-Jadidah, Alexandria, 2003, p. 50.

²¹ Economic operators in the field of international trade contracts often resort to fraudulent practices that affect the national economies of countries. These cases arise when the parties to an international contract agree on a price that is recorded in the official contract (minutes and contract papers) a specific price that the buyer is not obliged to pay, but rather a price that is lower than the price recorded in the contract. In other words, the price stated in the contract is not the buyer's actual obligation, but rather more than the value of the price declared to the authorities responsible for monitoring invoices. Small prices are declared in international trade to evade high taxes and customs duties by using forged invoices or declarations of amounts that are not actually payable, as confirmed by the Central Customs Administration in Algeria.