



# INTERNATIONAL AGREEMENTS

## FIVE MISTAKES TO AVOID

My experience of nearly 20 years as a business law lawyer has shown me that even large multinational companies sometimes sign international contracts with content that is badly adapted to their interests.

Here are five common mistakes to avoid.



## 1. INAPPROPRIATE QUALIFICATION OF THE AGREEMENT

An inappropriate contract qualification may result in heavy obligations on the parties they did not wish to assume.

For example, a French-speaking entrepreneur wishing to conclude a Cooperation Agreement often qualifies it in English as a "Partnership Agreement". In doing so, he ignores that he can be obliged against his will to bear the obligations of a partner within a company.



## 2. ABSENCE OF A GOVERNING LAW CLAUSE

Parties to an international contract who fail to choose the law applicable to their agreement sometimes find themselves obliged to comply with unfamiliar legislation written in languages they do not master.

The rules of conflict of law and the substantive rules of private international law impose solutions that have sometimes not even been foreseen by the agreement's signatories.





### 3. ABSENCE OF A CLAUSE CONFERRING JURISDICTION

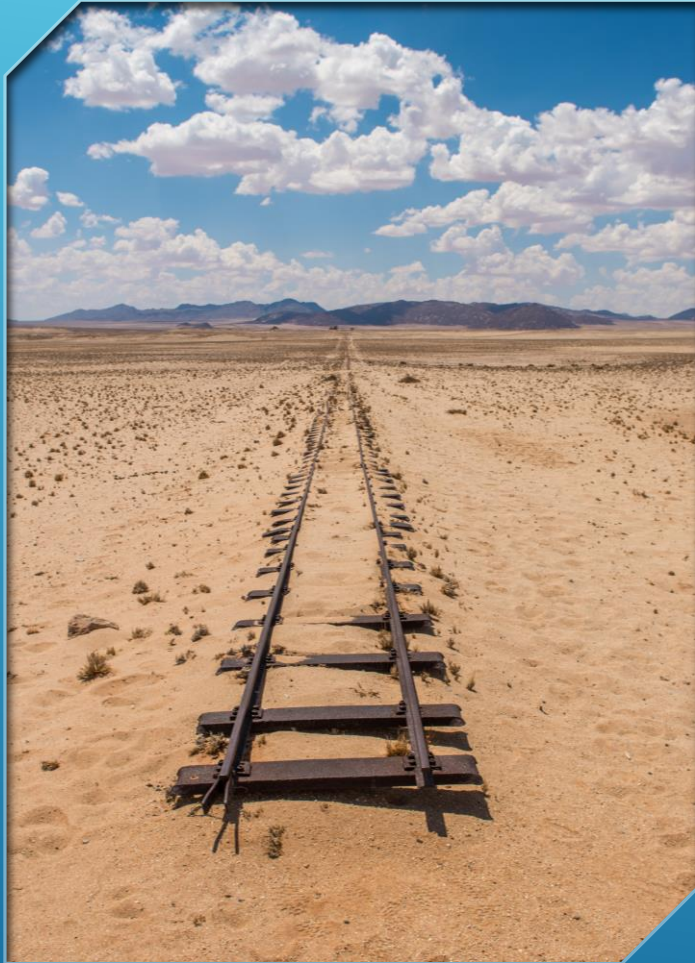
The parties to an international agreement who omit to stipulate a clause conferring jurisdiction sometimes find themselves obliged to bring proceedings before the courts of a State whose language and mandatory legal norms they do not master.



## 4. FAILURE TO SET EXECUTION DEADLINES

The parties to an international sales or service agreement sometimes do not stipulate any delivery or performance deadline.

International conventions (such as the United Nations Convention on Contracts for the International Sale of Goods) can sometimes allow them to remedy their shortcomings. However, these conventions are not always applicable; when they are, the solutions they impose are not necessarily adapted to the specific case.



## 5. ABSENCE OF A UNILATERAL TERMINATION CLAUSE

The parties to a long-term international contract sometimes find themselves "locked" in the agreement for lack of stipulation of a unilateral termination clause.

Cradled by a consensual spirit when signing the contract, they only envisage termination by mutual agreement.

Subsequently, this limits their ability to adapt and react in the event of a change in circumstances.





Having recourse to an experienced lawyer before signing the international contract usually allows the parties to avoid many inconveniences.

<https://liliانا-bakayoko-avocat.com/>

