



# How to write an International Sales Agreement

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# Introduction

An international sale agreement is a legally binding contract between two or more parties, intended to govern the terms and conditions of a transaction. Such agreements typically include clauses that cover important issues such as payment methods, delivery dates, warranties, and many more. There are two mechanisms for resolving disputes that are commonly included in international sale agreements mediation and arbitration. Mediation is a non-binding process where a neutral third party facilitates a discussion between the parties, with the aim of reaching a mutually acceptable outcome. Arbitration, on the other hand, is a legally binding process where an impartial arbitrator makes a final decision. When drafting an international sale agreement, it is important to ensure that the agreement is enforceable in a court of law, and that all the necessary elements are included. This includes identifying the parties involved, defining the scope of the transaction, setting out the payment terms, and outlining how any disputes will be resolved. In this white paper, we will explore these fundamentals in more detail, including examples of common clauses that can be included in international sale agreements.

## The importance of a well-written international sale agreement

A well-written international sales agreement is critical for companies conducting business on a global scale. Such agreements set out the specific terms and conditions of a transaction, outlining the responsibilities of both parties and specifying the goods or services to be provided. They also address payment methods, shipment, and delivery, and are essential in resolving disputes that may arise between parties. With the increase in globalization, the importance of these agreements has grown significantly. To ensure timely resolution of disputes, most international sale agreements contain clauses that provide for either mediation or arbitration. Additionally, payment methods, such as letters of credit, and specifics regarding shipment and delivery are also included. Despite their complexity, it is essential that international sale agreements be written in clear and concise language. In conclusion, a well-written international sales agreement is integral to the successful collaboration of parties involved in international transactions, as it ensures the fair, timely, and efficient exchange of goods and services.

## Topics that will be covered

The topics that will be covered in this white paper are essential components of drafting an international sale agreement.

First, an overview of mediation and arbitration clauses will be provided to highlight their importance in avoiding costly litigation procedures. These clauses provide parties with alternate methods of resolving disputes that can arise during the course of a sale agreement.

Further, payment methods and other fundamentals such as warranties and representations will also be discussed in detail. Payment methods include various payment options that are available, such as letters of credit, wire transfers, and cash on delivery. These should be chosen carefully, keeping in mind the interests of both parties. Additionally, warranties and representations form an integral part of an international sale agreement. These clauses cover various aspects such as quality, quantity, and origin of goods, and are essential in providing a strong legal protection to

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both parties involved. Thus, a comprehensive understanding of all these topics is crucial in drafting an international sale agreement that is legally and commercially sound.

Mediation and arbitration clauses are essential components of any comprehensive international sale agreement, as these clauses help facilitate dispute resolution between parties. Mediation is a form of alternative dispute resolution (ADR), where a neutral third party mediator helps parties work together to reach a mutually acceptable solution. On the other hand, arbitration is a process where parties present their arguments to a trained arbitrator, who then renders a final and binding decision. Including these clauses in your international sale agreement can help prevent lengthy, costly legal battles in the event of a disagreement.

Additionally, payment methods must also be explicitly defined and agreed upon to avoid confusion or potential disagreements. Payment methods could include wire transfer, cash-on-delivery, payment at specific milestones, amongst others.

Another fundamental element to consider within an international sales agreement is the jurisdiction in which the agreement will be enforced, and the governing laws that will be applied. By clarifying these fundamental aspects, the agreement will be more comprehensive, leaving both parties more secure.

# Elements of an international sale agreement

Another essential component of an international sale agreement is the inclusion of clauses pertaining to dispute resolution. It is crucial to establish the mechanisms for conflict resolution, as international disputes can be costly and time-consuming. Two common methods of resolving disputes are mediation and arbitration. Mediation involves the involvement of an independent third party, who facilitates communication between the parties in an attempt to reach a mutually acceptable resolution. On the other hand, arbitration is a more formal dispute resolution mechanism that involves one or more arbitrators, who are selected by the parties and tasked with making a binding decision on the dispute. Additionally, it is important to establish clear payment terms and methods in the agreement. This includes specifications regarding the currency, payment deadlines, and modes of payment.

Other important elements of an international sale agreement include the specifications regarding the delivery date, terms of delivery, and the responsibilities of the buyer and the seller in the event of any shipping or delivery issues. Overall, including these fundamental elements in an international sale agreement lays the groundwork for a successful transaction for both parties.

## Identification of the parties

In addition to identifying the parties involved in an international sale agreement, it is also important to include clauses regarding mediation and arbitration, as well as specifying the payment methods and other fundamental details of the transaction. Mediation clauses set out the process of resolving disputes between the parties with the assistance of a neutral third-party mediator. This can be a cost-effective alternative to litigation and can help to maintain the commercial relationship between the parties. Alternatively, arbitration clauses can be used to resolve disputes between the parties through a more formal process.

Arbitration is binding, and the decision of the arbitrator is final and enforceable in courts of law. Payment methods, on the other hand, refer to the ways in which payment will be made for goods or services provided. Common examples include letters of credit, electronic payments, and wire transfers. By including these fundamental details in the international sale agreement, the parties can ensure that the transaction is completed smoothly and that any disputes are resolved in a fair and efficient manner.

## Description of the goods or services being sold

The goods or services being sold should be described in detail in the international sale agreement. The description should include the quantity, quality, packaging, and delivery terms. It is important to clearly specify the goods being sold to avoid confusion and misunderstanding between the parties involved.

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The agreement should also outline any warranties or guarantees provided by the seller, and the buyer's responsibilities for inspecting the goods upon delivery. Mediation and arbitration clauses should be included in the agreement to provide a mechanism for resolution of disputes that may arise during the course of the transaction. This can help avoid costly legal proceedings and protect the interests of both parties. Payment methods should also be addressed in the agreement, such as payment terms, currency, and methods of payment. It is important to have a clear understanding of the payment procedures to avoid payment disputes and delays. Overall, the description of goods or services being sold should be comprehensive, covering all the important details that can impact the success of the transaction.

### **Price and payment terms**

In an international sale agreement, one of the most critical elements to define clearly is the price and payment terms between the buyer and seller. The contract should detail the agreed-upon price of the goods, any currency considerations, taxes, and other fees associated with the transaction. Moreover, the agreement should specify the payment method, payment deadlines, and consequences of untimely payments. As a safeguard for resolving disputes, the parties may add provisions that include mediation and arbitration clauses. Mediation and arbitration clauses can specify how disputes will be handled, the qualifications of the mediator or arbitrator, and when the parties will pursue mediation or arbitration.

The inclusion of such clauses provides a formal process for dispute resolution without resorting to time-consuming and expensive court appeals, especially when operating across countries with different legal systems. Proper due diligence is essential when contemplating which methods to include in the agreement as they will ultimately affect the outcome of the transaction.

### **Delivery and shipping terms**

Delivery and shipping terms are important provisions that should be included in international sale agreements to ensure that both parties are aware of their responsibilities, risks, and liabilities during the transportation of goods. The agreement should specify the delivery date, place of delivery, mode of transportation, and the shipping terms such as FOB, CIF, or EXW. Mediation and arbitration clauses can also be included in the agreement to resolve any disputes that may arise during the transportation process. Payment methods should also be clearly outlined in the agreement with details on when and how payments will be made. In addition to these fundamental provisions, the international sale agreement should address any other relevant aspects of the transaction such as insurance coverage, labeling requirements, packaging standards, and customs procedures. By carefully crafting the delivery and shipping terms, an international sale agreement can help to prevent misunderstandings, minimize risks, and protect the interests of both parties.

### **Warranties and disclaimers**

Warranties and disclaimers are essential clauses that must be included in an international sale agreement to protect the interests of both parties. Typically, the seller provides warranties that the goods comply with all relevant laws, and regulations and are free from defects. The buyer can



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also request additional warranties, such as those relating to the quality or performance of the goods. It is important to specify the duration and limitations of the warranties, as well as the process for making claims if they are not met. Disclaimers, on the other hand, limit the seller's liability for defects and other issues that may arise with the goods. They can also be used to exclude implied warranties or limit the rights of the buyer to a certain extent. To prevent disputes from escalating, the agreement should include clauses for mediation or arbitration, specifying the circumstances under which they will apply. Payment methods must also be clearly defined, including the currency, payment terms, and any payment guarantees or letters of credit that may be required. By including these essential clauses and fundamentals, parties can ensure that their agreement is comprehensive and enforceable.

### **Intellectual property rights**

Another essential aspect of international sales agreements pertains to intellectual property rights (IPR). Intellectual property involves the rights of an individual or organization to control the use of its creations or inventions. This type of property is intangible, yet its creation involves the investment of considerable time, resources and expertise. World trade organization (WTO) regulations and international property rights agreements have been established to provide a framework for enforcing the IPR of all parties involved in international trade agreements. It is crucial to include relevant clauses pertaining to intellectual property rights within the international sale agreement. One common clause to include is the mediation or arbitration clause that provides guidance and a framework to resolve disputes related to intellectual property rights violations. The payment terms and methods of payment are also important aspects of international sale agreements, and clarity and transparency around these clauses ensure a smooth and favorable trading experience for all parties involved.

### **Governing law and jurisdiction**

The governing law and jurisdiction clause of an international sale agreement is essential because it determines which country's laws will apply in the event of a dispute. Often, parties will choose a neutral country, such as Switzerland, to govern the contract and resolve disputes. In addition to specifying the governing law and jurisdiction, parties should also consider including mediation and arbitration clauses to the agreement. Mediation allows parties to work together to resolve disputes with the help of a neutral third-party mediator, while arbitration involves a third-party arbitrator making a binding decision. Both clauses help avoid costly legal proceedings and provide a more efficient means of resolving disputes.

Furthermore, payment methods should also be outlined in the agreement. A clear understanding of how payments will be made and when they are due can prevent misunderstandings and issues later down the line. Overall, including these fundamentals in an international sale agreement can help ensure a smoother and more successful business transaction.

When crafting an international sale agreement, it is essential to include clauses that address dispute resolution mechanisms. Mediation and arbitration are two common methods of resolving disputes that can be included in sale agreements. These clauses outline the steps involved in resolving any issues that may arise during the course of the agreement. Mediation involves



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appointing a neutral third party to assist the parties in reaching a resolution through discussion and negotiation. Arbitration, on the other hand, involves appointing an independent arbitrator or a panel of arbitrators who will adjudicate the dispute and issue a final and binding award. It is also important to outline payment methods and other fundamentals in the agreement, including delivery date, shipping terms, and liability for damages. Making these details clear from the onset can minimize misunderstandings and disagreements down the line. By including these crucial clauses in international sale agreements, parties can protect themselves from the potential risks of conducting business across borders.

## Mediation and arbitration clauses

Mediation and arbitration clauses are a crucial aspect of an international sale agreement as they can help in resolving any potential disputes that might arise between the parties involved. Mediation involves appointing a neutral third party to mediate the dispute and help the parties come to an agreement. On the other hand, arbitration involves a neutral party or parties who hear and determine the dispute without the need for litigation in court. Mediation and arbitration clauses will outline the dispute resolution process to be followed in the event of a disagreement. It is recommended to include such clauses in international sale agreements as they are an effective means of dispute resolution that can save time and resources. Both mediation and arbitration clauses should specify the governing law, the language used, and any geographic location required. Additionally, payment methods, delivery of goods and other fundamental aspects of the sale agreement should be detailed to avoid confusion and misunderstandings between parties.

### Benefits of alternative dispute resolution

Alternative dispute resolution (ADR) has numerous benefits compared to traditional litigation, making it an essential clause in any international sale agreement. Mediation and arbitration, two common forms of ADR, offer parties a more efficient and cost-effective solution to resolving disputes. Mediation allows the parties to come to a mutually agreeable resolution with the assistance of a neutral third party mediator. This process often results in a faster resolution compared to traditional litigation while simultaneously preserving business relationships between the parties. On the other hand, arbitration provides a decision by a neutral third-party arbitrator, which may be enforceable in many jurisdictions. This process minimizes the degree of uncertainty and often leads to a speedy resolution. Furthermore, ADR clauses in international sale agreements help parties avoid the costly and time-consuming process of court litigation, which can slow down business operations and lead to prolonged uncertainty. Thus, including ADR clauses in international sale agreements is essential to ensure a smooth and efficient business transaction.

### Overview of mediation and arbitration as options

Mediation and arbitration are typically seen as effective and cost-efficient alternatives to litigation. These processes are often used in commercial disputes to avoid the expense and time involved in going to court. When drafting an international sale agreement, it is important to include clauses related to mediation and arbitration to ensure both parties have the option to utilize these alternative dispute resolution mechanisms if necessary. Mediation is a voluntary process where a neutral third party assists the parties in coming to a mutually beneficial resolution. Arbitration is a more formal process where an independent arbitrator or panel of arbitrators listen to evidence and make a binding decision. When it comes to payment methods, it is customary for the parties to split the cost of the mediator or arbitrator equally. Additionally, it is important to specify the governing law that will apply to the mediation or arbitration proceedings in order to avoid jurisdictional conflicts. Overall, mediation and arbitration are valuable options for negotiating and resolving disputes quickly and effectively.

### **Examples of sample mediation and arbitration clauses**

Sample mediation clauses in international sale agreements are designed to resolve disputes between parties without resorting to litigation and the courts. They typically provide for a neutral third party (the mediator) to facilitate communication and negotiation between the parties, with the aim of helping them reach a mutually acceptable settlement of their differences. Arbitration clauses, on the other hand, provide for binding resolution of disputes outside of the courts, through the use of an arbitrator or panel of arbitrators who will hear evidence and make a decision that is enforceable in court. Some examples of sample arbitration clauses that might be used in international sale agreements could set out the specific rules and procedures to be followed in the arbitration, such as the governing law, the number of arbitrators, and the venue for the arbitration. Other fundamentals of international sale agreements, such as payment methods, might include provisions for payment terms and the currency in which payment will be made. Overall, careful consideration of these and other fundamental terms can help ensure that international sale agreements are fair and effective for all parties involved.

Mediation and arbitration clauses are often included in international sale agreements as a means of resolving disputes that may arise between the parties involved. A mediation clause stipulates that a mediator shall be appointed in the event of a dispute, and the parties will engage in good faith negotiation to attempt to resolve the dispute with the mediator's assistance. Should the dispute remain unresolved, an arbitration clause will come into effect, allowing an impartial arbitrator or panel of arbitrators to make a decision. Another fundamental aspect of an international sale agreement is payment methods. The parties must agree on the currency, the mode of payment, and the deposit amount. Moreover, it is essential to agree on the delivery method, insurance policies, and the consequences of any delays or defects. Any ambiguities in the agreement could lead to complications in executing the deal. Therefore, clear language and comprehensive clauses are essential for a successful international sale agreement.

## Payment methods

Payment methods are an essential aspect of international sales agreements, and businesses must consider various options from the buyer's and seller's perspective. Payment options can include wire transfer, credit card, letter of credit, PayPal, and cash, with some payment methods typically favored over others in different regions. Risks associated with payment terms can be mitigated by the inclusion of clauses on mediation and arbitration in the sale agreement. Mediation is a voluntary and confidential process in which the buyer and seller seek to negotiate a resolution to a dispute with the assistance of a neutral third party. In comparison, arbitration is an adjudicated process where the parties agree to submit their dispute to a chosen arbitrator or panel, with the decision binding and enforceable. Including clauses on mediation and arbitration can be particularly valuable in international sales agreements where parties may be from different regions, and legal systems can vary significantly in terms of contract enforcement and dispute resolution.

### **Explanation of common payment methods in international sales**

The payment method is one of the principal concerns in international business transactions. There are several methods of payment, and each has its advantages and disadvantages. The most common forms of payment in international sales are cash in advance, open account, letter of credit, documentary collection, and payment through electronic transfer of funds. Cash in advance is the most secure method for an exporter, but it presents certain risks to the importer. Open account entails a higher risk for the exporter, who is extending a credit line to the importer. A letter of credit is issued by a bank on behalf of the buyer and guarantees payment to the seller when the documents required by the letter of credit are presented. Documentary collection is a method whereby the exporter sends the shipping documents through banks that ensure the payment. As clauses to agreements, international agreements may contain mediation and arbitration clauses that set out the procedures for resolving disputes between the parties outside of the court.

### **Advantages and disadvantages of each method**

When it comes to settling disputes, each method has its advantages and disadvantages. Mediation, for example, can be less costly and more time-efficient than arbitration and litigation. In mediation, the parties involved are responsible for coming to a mutually satisfactory agreement, and the mediator merely facilitates the discussion. Additionally, the outcome of mediation is more likely to be amicable because the parties have a significant role in crafting a resolution. However, mediation is not legally binding, and therefore, one party could potentially back out of the agreement entirely. On the other hand, arbitration is a legally binding proceeding, which means that the decisions made are enforceable by law. The disadvantage of choosing arbitration is that, unlike mediation, the arbitrators' decisions are final and cannot be appealed. When drafting an international sales agreement, it is crucial to understand the advantages and disadvantages of each method of dispute resolution and ensure that the chosen method aligns with the parties' interests and objectives. Additionally, provisions outlining the payment methods, governing law, and jurisdiction are fundamental clauses that should be carefully drafted to avoid any future disputes.

### Examples of sample payment clauses

Payment clauses are an essential aspect of any international sale agreement. They define the terms and conditions regarding the payment method, date of payment, and currency of payment, amongst other important elements. Common sample payment clauses include the "advance payment" clause, which requires the buyer to pay a certain percentage of the total amount of the agreement upfront, the "irrevocable letter of credit" clause, which involves a bank acting as a financial intermediary between the buyer and seller, the "cash against documents" clause, which stipulates that payment will only be made once the buyer has received the shipping documents, and the "seller financing" clause, where the seller extends credit to the buyer on agreed-upon terms. It is essential to navigate available payment clauses cautiously to prevent disputes that may arise from differences in interpretation. Furthermore, mediation and arbitration clauses are instrumental in resolving any potential disagreements between the buyer and seller. Both mechanisms allow the buyer and seller to waive their right to pursue litigation and instead have a third party resolve any differences that may arise.

Another important clause that should be included in an international sale agreement is one regarding mediation and arbitration. Mediation is a form of negotiation where a neutral third-party mediator helps the parties involved in a dispute come to a mutually beneficial resolution. It is a voluntary process that aims to facilitate communication and allows the parties to reach an agreement on their own terms. In contrast, arbitration involves a neutral arbitrator who has the power to make a binding decision on the dispute. The parties agree to submit their dispute to an arbitrator and abide by their decision. Including these clauses can be beneficial in saving time and money in possible future disputes. Additionally, payment methods should also be clearly outlined in the agreement. Payment terms should specify the currency, payment schedule, and methods of payment. Other fundamental aspects to consider include the delivery date of goods, warranties, and legal disputes. Therefore, international sale agreements should be carefully drafted and tailored to the needs of the parties involved in such transactions.

## Other fundamentals

Mediation and arbitration clauses should be included in international sale agreements as a means of resolving disputes in a cost-effective and efficient manner. Mediation involves a neutral third party facilitating communication between the parties to help them reach a mutually beneficial agreement. Arbitration, on the other hand, involves a neutral third party making a binding decision after hearing evidence and arguments presented by both parties. Both methods provide a level of confidentiality and can be tailor-made to suit the needs of the parties involved. Payment methods are also included in international sale agreements and may range from cash on delivery to wire transfers. Other fundamental provisions may include delivery of the goods, inspection and acceptance, warranties and guarantees, and limitation of liability. These terms must be clearly defined and negotiated to avoid misunderstandings and potential disputes. Overall, being thorough and precise in drafting international sale agreements is crucial to ensure both parties understand their obligations and reduce the risk of disputes.

### **Incoterms and their role in international sales agreements**

Incoterms are critical elements in international sales agreements as they define the responsibilities of buyers and sellers in the transportation of goods. Parties can agree on certain Incoterms for a transaction, ensuring that they are on the same page regarding the delivery process. The terms cover every aspect of the transaction, including the documentation required, and allocate the risk of loss, damage or delay of goods between the parties. Furthermore, Incoterms clarify payment obligations regarding freight, shipping, and other related expenses and avoid confusion between the two parties. In international sales agreements, it is also common to add clauses that provide for mediation and arbitration procedures to be used in the event of a dispute. These clauses ensure that if a disagreement arises, the parties have a predetermined and legally binding method to resolve the matter efficiently and predictably. Buyers and sellers can also agree on payment methods, such as letters of credit or wire transfers, as well as timing and specific conditions that must be met before payment is made. Overall, understanding and incorporating these fundamental elements in international sales agreements can help minimize the likelihood of disputes and foster a smoother transactional relationship between the involved parties.

### **Importance of a well-defined force majeure clause**

A well-defined force majeure clause is crucial when drafting an international sale agreement. This clause outlines unforeseeable circumstances that may prevent one or both parties from fulfilling their obligations under the agreement. These circumstances may include natural disasters, acts of terrorism, war, and government action, among others. Having a well-crafted force majeure clause protects both parties from being held liable for non-performance due to events beyond their control. Furthermore, the clause should clearly define the process for triggering the force majeure provision, including provisions to provide prompt notice to the other party and to minimize the non-performance impact. Mediation and arbitration clauses are additional provisions that can help avoid costly and protracted legal disputes. Payment terms should be clearly spelled out, including the type of currency accepted, the payment deadlines, and when payments are deemed to have

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been made. A clear understanding and agreement on these fundamental aspects of an international sale agreement will minimize the risks and uncertainties that inherent in global trade.

### **Tips for reviewing and negotiating an international sale agreement**

When reviewing and negotiating an international sale agreement, it is essential to keep in mind that it can involve complex legal and cultural differences. Therefore, it is crucial to make sure that the terms of the agreement are well-documented, precise, and complete. To do this, parties involved should consider incorporating dispute resolution clauses such as mediation or arbitration, which can provide a less costly and time-consuming alternative to litigation in case of disputes. It is also advisable to have a detailed payment method for the product or services involved in the agreement, including the currency, mode of payment, and delivery terms. Moreover, it is necessary to have a detailed description of the product or service, delivery timelines, and applicable laws and regulations. Parties should also address any other fundamental concerns, such as warranties, indemnification, and termination of the agreement, among others. Overall, with adequate preparation, careful attention to details, and an understanding of international legal and cultural differences, parties can successfully review and negotiate an international sale agreement.

Another important aspect to consider when drafting an international sale agreement is the inclusion of clauses for mediation and arbitration. This not only signals to the parties' willingness to resolve disputes amicably but also provides a clear process for doing so. Mediation involves an independent third party who assists in facilitating communication between the parties. Meanwhile, arbitration involves an independent arbitrator who makes a binding decision on the dispute. Both methods are cost-effective and efficient, compared to traditional court proceedings. On the other hand, it is also essential to outline payment methods. The parties need to agree on the specifics of how payments will be made to avoid ambiguity and prevent disputes. It is advisable to include details on the currency in which payments will be made, the payment schedule, and any payment guarantees. Other fundamentals like delivery terms, quality assurance, and warranties need to be explicitly stated to ensure the inclusion of an explicit framework governing the transaction. Overall, an international sales agreement should be comprehensive, clear, and unambiguous to support the parties' commercial interests.



## Conclusion

Drafting an international sale agreement can be a complex process, but it is essential to ensure a mutually beneficial exchange between the buyer and the seller. The inclusion of mediation and arbitration clauses in the agreement can prove to be instrumental in resolving disputes and maintaining a healthy business relationship. It is also crucial to consider the payment methods while determining the terms of the agreement. The parties involved must agree upon the form of payment, the currency, and the timeline for payment.

Fundamentals such as the description of goods or services, prices, delivery expectations, and warranties or guarantees must also be included in the contract to ensure clarity and prevent misunderstandings. By adhering to these basic principles, a well-crafted international sale agreement can protect the interests of both parties and lay the foundation for a successful business transaction. Therefore, it is essential to follow the proper protocols and seek legal assistance, when needed, to draft an effective and legally binding international sale agreement.

### **The importance of a well-written international sale agreement**

A well-written international sale agreement is crucial for businesses engaged in cross-border transactions to protect their interests, minimize risks, and avoid potential legal disputes. Including mediation and arbitration clauses can provide a more efficient and cost-effective means of resolving disputes that may arise during or after the transaction. Payment provisions should also be clearly stated to ensure that all parties understand the terms of payment and the consequences of non-payment. Other fundamental clauses, such as warranties, indemnification, and governing law, should also be included to provide clarity on the rights and obligations of each party. It is also important to seek legal counsel when drafting, reviewing, and negotiating international sale agreements to ensure that the agreement complies with relevant laws and regulations. Ultimately, a carefully crafted international sale agreement can help businesses establish a solid foundation for their overseas transactions and facilitate successful cross-border business partnerships.

### **Final thoughts and recommendations**

To sum up, drafting an international sales agreement requires attention to multiple details and clauses. Mediation and arbitration are essential clauses to consider, as they provide an alternative dispute resolution method that can save time and money in case of disagreements between parties. Payment methods should also be thoroughly discussed to ensure both parties are comfortable with the terms and conditions.

Other fundamental clauses, such as governing law, warranties, and intellectual property rights, should also be included in the agreement to protect the interests of all parties involved. Therefore, it is highly recommended to seek legal advice from a professional familiar with international trade and sales laws to ensure a comprehensive and effective agreement. Overall, being clear, concise, and specific in the agreement is crucial to avoid potential misunderstandings and disputes, leading to a successful business relationship between the parties involved.

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