



MODERN PROBLEMS IN EDUCATION AND THEIR SCIENTIFIC
SOLUTIONS

«DRAFTING INTERNATIONAL TRADE CONTRACTS: LEGAL
PRACTICE IN THE REPUBLIC OF UZBEKISTAN»

Vostrikova Viktoriya

Degree: Master of Law,

Place of work: «Vivost Femida» Law office, Attorney at law, Head

E-mail: Viktoriya.1697@mail.ru

Annotation: *This paper examines the features of drafting international trade contracts within the legal practice of the Republic of Uzbekistan. It focuses on the structure and formulation of contracts, practical challenges, common mistakes, and lessons learned from arbitration and commercial disputes. Special emphasis is placed on the proper application of Incoterms, currency considerations, force majeure clauses, and dispute resolution mechanisms. The study provides detailed recommendations and practical guidelines for legal practitioners, entrepreneurs, and foreign trade specialists to ensure contracts are legally robust, minimize risk, and enhance transparency and trust between international partners.*

Keywords. *International trade contract, contract law, international commerce, Incoterms, legal practice of Uzbekistan, force majeure, dispute resolutions, arbitration, contract drafting.*

«XALQARO SAVDO SHARTNOMALARINI TUZISH: O‘ZBEKISTON
RESPUBLIKASINING HUQUQIY AMALIYOTI»

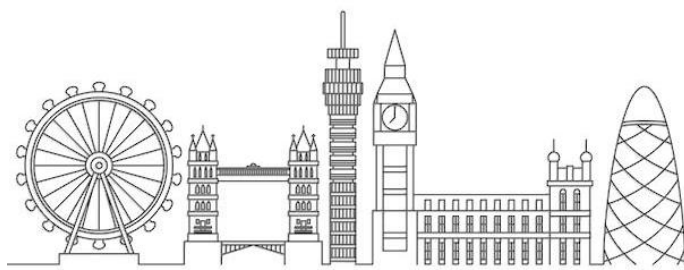
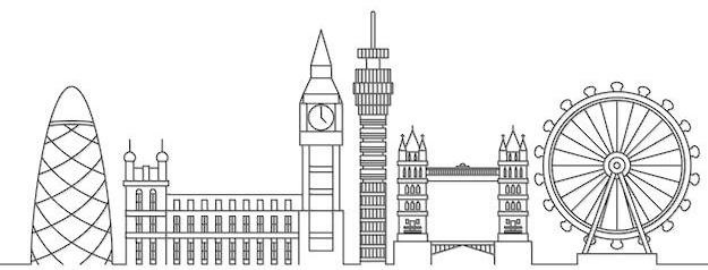
Vostrikova Viktoriya Sergeyevna

Ilmiy daraja: Huquq bo‘yicha magistr

Ish joyi: «Vivost Femida» advokatlik byurosi, advokat, boshqaruvchi

E-mail: Viktoriya.1697@mail.ru

Annotatsiya: *Ushbu maqolada O‘zbekiston Respublikasining huquqiy amaliyoti doirasida xalqaro savdo shartnomalarini tuzish xususiyatlari tahlil qilinadi. Maqola shartnomalarning tuzilishi va shakllantirilishiga, amaliy muammolar, keng tarqalgan xatoliklar va arbitraj hamda tijorat nizolaridan olingan saboqlarga e’tibor qaratadi. Maxsus urg‘u Incoterms qo‘llanilishining to‘g‘riligi, valyuta masalalari, favqulodda vaziyat (fors major) shartlari va nizolarni hal qilish mexanizmlariga berilgan. Tadqiqot huquqshunoslar, tadbirkorlar va tashqi iqtisodiy faoliyat bo‘yicha mutaxassislar uchun shartnomalarni huquqiy jihatdan mustahkam qilish, xavfli holatlarni bartaraf etish va xalqaro hamkorlar o‘rtasida shaffoflik hamda ishonchni oshirish bo‘yicha batafsil tavsiyalar va amaliy ko‘rsatmalar beradi.*





Kalit so‘zlar: *Xalqaro savdo shartnomasi, shartnoma huquqi, xalqaro tijorat, Incoterms, O‘zbekiston huquqiy amaliyoti, favqulodda vaziyat (fors major), nizolarni hal qilish, arbitraj, shartnoma tuzish.*

**«СОСТАВЛЕНИЕ МЕЖДУНАРОДНЫХ ТОРГОВЫХ КОНТРАКТОВ:
ПРАВОВАЯ ПРАКТИКА РЕСПУБЛИКИ УЗБЕКИСТАН»**

Вострикова Виктория Сергеевна

Степень: Магистр права

Место работы: Адвокатское бюро «Vivost Femida», адвокат, руководитель

E-mail: Viktoriya.1697@mail.ru

Аннотация: В статье анализируются особенности составления внешнеторговых договоров в правовой практике Республики Узбекистан. Рассматриваются структура и формулировки договоров, практические проблемы, типичные ошибки и уроки, извлеченные из арбитражной и хозяйственной практики. Особое внимание уделено применению Инкотермс, валютным вопросам, форс-мажору и механизмам разрешения споров. Представлены подробные рекомендации и практические советы для юристов, предпринимателей и специалистов по внешнеэкономической деятельности с целью обеспечения юридической надежности контрактов, снижения рисков и повышения прозрачности и доверия между международными партнерами.

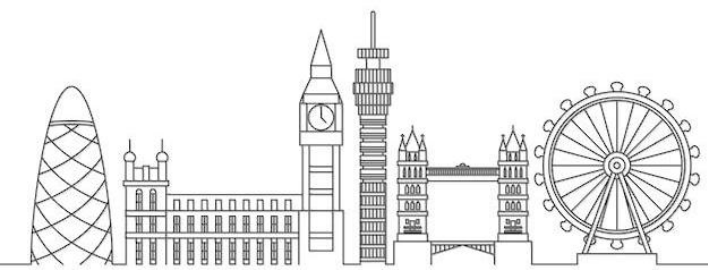
Ключевые слова. Внешнеторговый договор, контрактное право, международная торговля, Инкотермс, правовая практика Узбекистана, форс-мажор, разрешение споров, арбитраж, составление договора.

International trade contracts are the backbone of global commerce and the primary legal tool regulating the relationships between exporters and importers.

For Uzbekistan, whose foreign economic activity is expanding rapidly, precise and legally sound contract drafting is essential to avoid disputes, financial losses, and operational delays.

Poorly drafted contracts can lead to:

1. Disputes regarding payment or delivery and acceptance;
2. Claims for damages;
3. Breaches of obligations under national or international law;
4. Complications in customs and logistics;
5. Damage to reputation and trust with international partners;
6. Poses significant losses that could lead to bankruptcy.





MODERN PROBLEMS IN EDUCATION AND THEIR SCIENTIFIC SOLUTIONS

In the Uzbek context, drafting contracts requires not only compliance with national laws such as the Civil Code, Law on Foreign Trade Activities, Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 283 dated May 14, 2020, etc. but also alignment with international standards, including Incoterms and generally accepted commercial practices.

1. Legal Framework for International Trade Contracts

1. National Legislation. The Civil Code of the Republic of Uzbekistan dated March 01, 1997 provides the fundamental legal basis for drafting international trade contracts. It regulates the legal nature of contracts, essential terms, validity requirements, performance of obligations, liability for breach, and remedies. In practice, the Civil Code is applied to international trade contracts in all matters not expressly governed by special foreign trade regulations.

The Law of the Republic of Uzbekistan “On Foreign Trade Activities” dated May 26 мая 2000, № 77-II (New edition) establishes specific legal requirements for contracts concluded with foreign counterparties. It regulates currency settlements, licensing procedures, contractual documentation, and compliance with foreign trade regulations. From a practical perspective, this Law directly influences the structure and mandatory clauses of international trade contracts involving Uzbek entities.

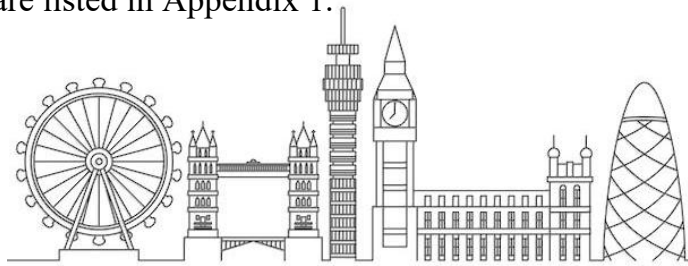
The Resolution of the Cabinet of Ministers of the Republic of Uzbekistan No. 283 dated May 14, 2020 plays a key role in contract drafting practice. It introduces mandatory registration of foreign trade contracts in the Unified Information System of Foreign Trade Operations (UISFTO) and sets requirements for essential contractual terms, including subject matter, price, delivery conditions, payment terms, and deadlines. Failure to comply with these requirements may result in refusal of contract registration and complications in currency control procedures.

2. International Standards. Incoterms 2020, issued by the International Chamber of Commerce (ICC), are widely used in international trade contracts to regulate delivery terms. Their correct incorporation into contracts allows parties to clearly define the allocation of risks, costs, transportation obligations, insurance requirements, and customs formalities. In legal practice, incorrect or incomplete use of Incoterms clauses often leads to disputes and financial losses.

The World Trade Organization (WTO) establishes global principles of international trade, such as non-discrimination, transparency, and predictability. As Uzbekistan moves toward WTO accession, the drafting of international trade contracts increasingly reflects internationally accepted standards, emphasizing clarity, balance of interests, and legal certainty.

2. Structure and Key Clauses of International Trade Contracts

1. Subject of the Contract. Contract clause example: “The Seller shall deliver 1,000 units of industrial pumps, 2025 edition, unused, in accordance with INCOTERMS 2020 CPT Sirdarya, Uzbekistan. The specifications are listed in Appendix 1.”





MODERN PROBLEMS IN EDUCATION AND THEIR SCIENTIFIC
SOLUTIONS

Common mistake & recommendation: Using vague descriptions such as “standard quality pumps,” which may lead to disputes over quantity, quality, or conformity. Recommendation: Include detailed technical and commercial specifications, standards, and references to appendices.

2. Price and Payment Terms. Contract clause example: “The total contract value is USD 500,000. Payment shall be made as follows: 50% advance, 30% before shipment, 10% upon arrival at destination, and 10% after commissioning work is completed. All bank charges within Uzbekistan shall be paid by Buyer; charges outside Uzbekistan by Seller.”

Common mistake & recommendation: Omitting bank account details, unclear payment schedule, or failure to comply with currency control regulations. Recommendation: Specify currency, exact payment method, bank details, and align with Uzbek currency control rules.

3. Rights and Obligations of the Parties. Contract clause example: “The Seller shall provide a Certificate of Quality and Certificate of Origin for each shipment. The Buyer shall inspect the goods within five working days and notify the Seller of any discrepancies.”

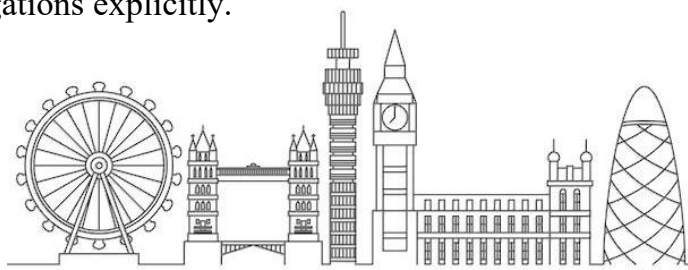
Common mistake & recommendation: Failing to specify inspection deadlines or responsibilities for document provision. Recommendation: Clearly define each party’s obligations regarding inspection, documentation, and acceptance criteria.

4. Delivery Terms (Incoterms). A delivery clause should clearly define the applicable Incoterm, the exact place of delivery, and the moment of transfer of risks and title. Contract clause example: “Delivery shall be made on DAP terms to Namangan city, Uzbekistan. The risk of loss or damage and title to the goods shall transfer to the Buyer upon arrival at the agreed delivery point. The Seller shall be responsible for arranging transportation and insurance.”

Common mistake & recommendation: in practice is the failure to specify the Incoterm, the delivery location, or the precise moment of risk transfer, which often results in disputes regarding transport obligations and liability for damage. Recommendation: to expressly indicate the relevant Incoterm, clearly identify the delivery point, and define the moment of risk transfer, while detailed transport and insurance obligations may be set out in an annex to the contract.

5. Force Majeure. Contract clause example: “Neither Party shall be liable for failure to perform obligations due to force majeure events, including natural disasters, pandemics, or governmental actions. The affected Party shall notify the other Party within three calendar days and take reasonable steps to mitigate the impact. Performance obligations shall be suspended for up to three months.”

Common mistake & recommendation: Clauses are too vague or omit notification and mitigation requirements. Recommendation: Define force majeure events, notice period, evidence required, and mitigation obligations explicitly.





6. Property Liability. Contract clause example: “Non-conforming goods shall be replaced at the Seller’s expense. Buyer’s unjustified refusal to accept goods shall incur a penalty of 5% of the value of the refused goods. Late payments shall incur a daily penalty of 0.1%, up to a maximum of 5%.”

Common mistake & recommendation: Not specifying penalties or responsibilities for quality, delivery delays, or documentation errors. **Recommendation:** Clearly define penalties, liability limits, and procedures for non-conformity or delays.

7. Dispute Resolution. Contract clause example: “All disputes arising from or in connection with this Contract shall be finally settled under ICC Arbitration Rules, Paris, France. The governing law of this Contract shall be the law of the Republic of Uzbekistan. Parties shall attempt pretrial negotiation before arbitration.”

Common mistake & recommendation: Omitting arbitration clauses or governing law, or failing to define pretrial settlement steps. **Recommendation:** Include arbitration body, governing law, notice requirements, and mandatory pre-arbitration negotiation procedures.

8. Uzbek Practical Notes. Contract clause example: “The Contract shall be registered in the Unified Information System of Foreign Trade Operations (UEISFTO). Buyer shall provide confirmation from Uzbek tax authorities regarding VAT applicability. All clauses are aligned with national legislation and international standards.”

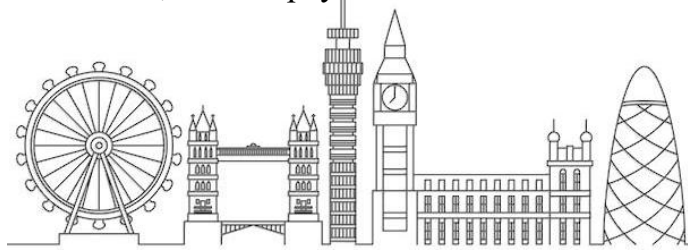
Common mistake & recommendation: Ignoring local registration, VAT compliance, or currency control requirements. **Recommendation:** Always register the contract in UEISFTO, confirm VAT status, and ensure all clauses comply with both national and international regulations.

9. Other Provisions. This section usually includes clauses on confidentiality, assignment of rights, liability for breach, insurance, customs clearance, labeling, and packaging obligations etc. It is important to include statements ensuring compliance with applicable laws and regulations to prevent legal or operational issues.

Common mistakes often occur in this section. One frequent mistake is vague delivery terms, which can lead to disputes regarding when and where risk and title transfer from the Seller to the Buyer. To avoid this, the contract should specify the exact port, warehouse, or delivery location and clearly reference the relevant Incoterms.

Another common error is missing or unclear force majeure clauses. Without proper definition, parties may remain liable for delays caused by unforeseen events. The contract should define detailed scenarios such as natural disasters, government actions, or pandemics, specify notice requirements, and outline mitigation obligations.

Insufficient payment details are also a frequent problem, potentially causing non-payment or disputes over fees and charges. The contract should clearly indicate the currency, payment method, bank details, allocation of fees, and the payment schedule.





Finally, the absence of an arbitration clause can make dispute resolution lengthy, costly, and subject to uncertain national courts. To prevent this, the contract should clearly specify the arbitration body (for example, TIAC, ICC or LCIA), the governing law, and any mandatory pre-arbitration steps, such as negotiation or mediation.

3. Practical Examples from Uzbek Practice

Uzbek legal practice shows that inaccuracies in drafting international trade contracts often lead to disputes and financial losses. One common issue is unclear currency clauses, where payment is specified in U.S. dollars without defining the exchange rate or conversion method. Arbitration practice confirms that such clauses may be deemed ambiguous and unenforceable.

Another frequent problem is the incorrect use of Incoterms, particularly when delivery terms are stated without identifying the exact port or place of delivery. In these cases, disputes arise over the moment of risk transfer, and liability is often imposed on the drafting party.

The absence or poor formulation of force majeure clauses has also resulted in adverse court decisions, especially during the pandemic, when suppliers were held liable for delays due to the lack of contractual protection.

Incomplete payment terms, including missing banking details or unclear payment schedules, remain a common source of non-payment disputes in arbitration practice.

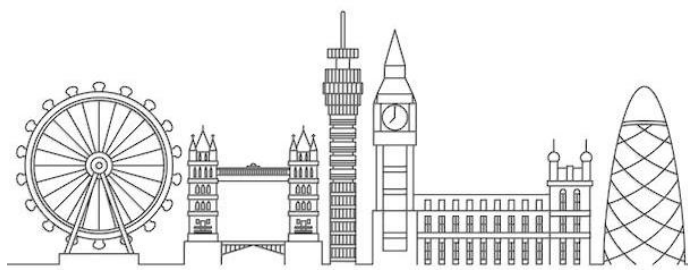
In conclusion, effective drafting of international trade contracts in Uzbekistan requires a high level of precision, strict compliance with national legislation, and close alignment with international standards. It can be argued that clearly formulated contractual provisions significantly reduce legal and financial risks, while also preventing potential disputes between the parties.

Moreover, the consistent use of practical experience and arbitration practice enables legal practitioners and businesses to improve contractual certainty and enforceability. Therefore, a well-structured contract serves not only as a legal safeguard but also as a key instrument for ensuring transparency and trust in international trade relations.

Overall, careful contract drafting plays a decisive role in facilitating stable and reliable cross-border commercial cooperation.

REFERENCES

1. Constitution of the Republic of Uzbekistan, adopted on May 1, 2023.
2. Law of the Republic of Uzbekistan “On the Contractual and Legal Framework of Activities of Business Entities”, dated August 29, 1998, No. 670-I (entered into force on November 1, 1998).
3. Law of the Republic of Uzbekistan “On International Commercial Arbitration”, dated February 16, 2021, No. ZRU-674.





MODERN PROBLEMS IN EDUCATION AND THEIR SCIENTIFIC
SOLUTIONS

4. Civil Code of the Republic of Uzbekistan, dated March 1, 1997.
5. Economic Procedural Code of the Republic of Uzbekistan, dated April 1, 2018.
6. Law of the Republic of Uzbekistan “On Guarantees of Freedom of Entrepreneurial Activity”, dated May 25, 2000, No. 69-II.
7. Law of the Republic of Uzbekistan “On Foreign Economic Activity” (new edition), dated May 26, 2000, No. 77-II.
8. Resolution of the President of the Republic of Uzbekistan, available at: lex.uz/acts/6480178 (accessed December 22, 2025).
9. Resolution of the Cabinet of Ministers of the Republic of Uzbekistan “On Additional Measures to Accelerate the Accession of the Republic of Uzbekistan to the World Trade Organization”, dated May 14, 2020, No. 283.
10. Rules of the Tashkent International Arbitration Centre (TIAC) under the Chamber of Commerce and Industry of the Republic of Uzbekistan.
11. TIAC Model Arbitration Clause, available at: www.tiac.uz/tiac-model-arbitration-clause (accessed December 22, 2025).
12. World Trade Organization (WTO), available at: www.un.org/wto (accessed December 22, 2025).
13. Incoterms® 2020 in Uzbekistan: Key Changes in Terms and Rules, available at: goszakupka.uz (accessed December 22, 2025).

