

## Il Contratto Internazionale Manuale Teorico Pratico

With the ever-increasing interconnection between markets, businesses and individuals from all over the globe, professionals are asked to develop a greater interest in the international implications of contracts. This book focuses attention on the distribution agreement, one of the most widely used contractual schemes in the practice of international exchanges, providing a analysis and information on the issues that should be considered by the practitioner when drafting, interpreting or executing an international agreement. Issues relating to the choice of the governing law, the competent court, the validity or invalidity of some clauses, the impact that the language of the contract may have, as well as the different meaning and scope of application of some principles, such as good faith and le estoppel, are analyzed from a transnational perspective, highlighting how the same issue can be regulated differently depending on the regulatory framework that governs it. In this second edition, the distribution relationship has been evaluated mainly across the legal systems of the European Union, the United States and Latin America, while not missing references to other regulatory frameworks, which are highlighted in correspondence with particular issues.

Il presente volume intende affrontare il tema dei contratti internazionali in modo originale, da un lato concentrando l'attenzione sui temi essenziali, la cui comprensione è indispensabile per orientarsi in questa materia, e dall'altro utilizzando un metodo di esposizione, integrato con esempi e casi concreti, che faciliti la comprensione delle problematiche, non prive di complessità, relative alla cosiddetta contrattualistica internazionale. Per quanto riguarda il primo aspetto, l'autore ha cercato di approfondire gli aspetti realmente importanti per capire la materia dei contratti internazionali, tralasciando aspetti più marginali e talvolta anche questioni importanti sotto il profilo teorico, ma di fatto prive di rilevanza concreta. Infatti, lo scopo primario del volume è di mettere il lettore in grado di comprendere a fondo le problematiche dei contratti internazionali e quindi di potersi orientare nella materia, il che non esclude la possibilità di ulteriori approfondimenti su aspetti specifici. Quanto al secondo aspetto, quello del metodo espositivo, ricorrendo ad un linguaggio semplice e il meno «tecnico» possibile, illustrando le questioni critiche con esempi concreti e, infine, utilizzando accorgimenti grafici che facilitino la lettura, è stato realizzato un prodotto editoriale che sia nella massima misura user-friendly, mettendo in primo piano le esigenze del lettore.

Tema dos mais obscuros e controvertidos entre os que operam com contratos de “construções consideráveis”, para usar a expressão legal do Código Civil para as obras de engenharia pesada, é o da qualificação do contrato “chave na mão” (turnkey) e do chamado engineering, procurement and construction contract, ou EPC. Longe de ser pacífica, essa qualificação guarda em si o potencial de levar o intérprete a diferentes resultados quanto à disciplina aplicável e, por consequência, a decisões divergentes, a depender de como se enquadrem essas operações. Na presente obra, o autor revela o conteúdo dos ajustes turnkey e EPC e onde se situam no universo do direito contratual, discutindo as diversas qualificações e enquadramento possíveis e seu impacto sobre as difíceis questões esses contratos suscitam.

The Yearbook Commercial Arbitration continues its longstanding commitment to serving as a primary resource for the international arbitration community with reporting on arbitral awards and court decisions applying the leading arbitration conventions, as well as on arbitration legislation and rules. Volume XLIII (2018) includes: • excerpts of arbitral awards made under the auspices of the International Chamber of Commerce (ICC) and the Milan Chamber of Arbitration (CAM); • notes on new and amended arbitration rules, including references to their online publication; • notes on recent developments in arbitration law and practice in Argentina, Canada, Cape Verde, PR China, Colombia, Costa Rica, Czech Republic, Hungary, Jamaica, Malaysia, Mexico, South Africa, Sudan, United Arab Emirates and Uruguay; • excerpts of 91 court decisions applying the 1958 New York Convention from 21 countries – including, for the first time, a case from the Marshall Islands – all indexed by subject matter and linked to the commentaries on the New York Convention published in the Yearbook, authored by former General Editor and leading expert Prof. Albert Jan van den Berg; • excerpts from other court decisions of interest to the practice of international arbitration; • an extensive Bibliography of recent books and journals on arbitration. The Yearbook is edited by the International Council for Commercial Arbitration (ICCA), the world's leading organization representing practitioners and academics in the field, with the assistance of the Permanent Court of Arbitration, The Hague. It is an essential tool for lawyers, business people and scholars involved in the practice and study of international arbitration.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) came into force in 1980 and has been ratified and adopted by over 50 of the world's major trading nations. This landmark Convention has set the tone for the harmonization of international law and by its widespread acceptance spurred progress in the harmonization of laws in other areas. Scholars and practitioners from around the world have written extensively on the development and impact of the CISG while courts and arbitral tribunals have issued opinions and judgements based on articles of the Convention. Because of this growing body of information, a need arose for a reference work that would provide easy access to this subject. For the past 20 years Professor Michael Will has been recognized as compiling the most definitive bibliography of books and articles on the CISG as well as a comprehensive digest of all cases related to the CISG. Now that the Convention for the International Sale of Goods is reaching its twentieth anniversary and the number of writings on the CISG exceeds 2,000 items and case law and arbitral decisions number over 200, the time is opportune to publish Professor Will's important reference work for wider dissemination.

The European Convention on Human Rights and European Union law provide an increasingly important framework for the protection of the rights of foreigners. European Union legislation relating to asylum, borders and immigration is developing fast. There is an impressive body of case law by the European Court of Human Rights relating in particular to Articles 3, 5, 8 and 13 of the ECHR. The Court of Justice of the European Union is increasingly asked to pronounce itself on the interpretation of European Union law provisions in this field. This handbook presents this European Union legislation and the body of case law by the two European courts in an accessible way. It is intended for legal practitioners, judges, prosecutors, immigration officials and nongovernmental organisations, in the EU and Council of Europe Member States.

La monografía analiza los pactos y contratos celebrados entre las sociedades interesadas en fusionarse. Se abordan tanto los vínculos legales precontractuales, como la amplia gama de contratos preparatorios que pueden concluir las partes hasta llegar al propio contrato de fusión. La obra estudia en toda su extensión el fenómeno contractual que

constituye la fusión de sociedades, desde el proceso de formación del denominado "contrato de fusión" (negociaciones y acuerdos preparatorios) hasta el contenido y efectos del negocio final y su posible interacción conflictiva con la normativa societaria. Partiendo de un detenido análisis de la caracterización jurídica de fusión y las operaciones de modificación estructural, se propone una novedosa concepción sobre el modo en que se constituye el vínculo jurídico entre las partes, analizándose multiplicidad de cuestiones como la ruptura de la negociación antes y después del comienzo del procedimiento establecido por la normativa societaria, el desistimiento unilateral después de transcurridas las etapas allí establecidas, el valor de los distintos pactos alcanzados entre las partes y el de las posibles cláusulas penales pactadas, o el rol de los administradores durante el proceso y su eventual responsabilidad. La obra reconoce la estructura compleja de estos problemas e incorpora al análisis las aportaciones metodológicas y sustantivas del moderno Derecho de contratos europeo, al tiempo que toma nota de las características particulares de las técnicas de diseño contractual y su tendencia hacia la estandarización sobre la base de modelos de origen angloamericano.

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