**General indentation**

* General principles of international contract:
* International contract of sales
* Definition of author’s right
* Patent
* trademark
* Design & model
* The conditions to obtain a patent
* Distinction between moral rights & economic rights

which law is applied to an international contract?

**Author’s right:**

* *The author of an intellectual work shall enjoy the work, the mere fact of its creation, an exclusive property right enforceable against all. This right shall include attributes of intellectual and moral rights as well as attributes of an economic nature* “

**Patent:**

* Within the meaning of industrial property, patents protect technical innovation IE a product or process that provides a new solution to a given technical problem

**Trademark:**

* A trademark is a "sign" used to identify a company for its products and services.
* It can be: names in all forms, sound signs, figurative marks

**Design & model**

* A design and models are protected by author’s rights
* The law of design and models

**The conditions to obtain a patent**

Distinction between moral rights & economic rights

**Basic Principles of** **Contract**  **of Sales:**

**Definition: the contract by which one person commits himself to transfer property &delivery of goods**

**Characteristics of a Contract of Sales**

* Synallagmatic
* Onerous
* Individual
* Adhesion
* Nominated
* Instantaneous (in principle)
* Consensual (in principle)

**Conditions**  **for**  **a Contract of sales**

**Formation of a Contract of Sales:**

* **Consent**
  + *( offer + acceptation - Should not be viciated by Mistake, dishonest scheming, undue violence*
* **Content**
  + – *Lawful*
  + *- Certai*
* **Capacity**

**Effects of Contract of Sales :**

* Transfer of property
* Obligations from both parties

**Obligations of the seller**

**Obligation to transfer of property**

* Principle

Occurs as soon as the buyer & the purchaser agree on the « thing » and on the price

* Exceptions : Eg : Retention of title Clause
* **Obligation of delivery**
* i.e transfering the good sold regarding the possession & the use of it.
* transfer of the « accessory » things i.e those necessary for its use (eg registration document for a car sales)
* In principle it occurs at the place where the thing/good was sold
* has to be in conformity to the one mentionned when the contract was formed
* - Delivery date must be respected as mentionned in the contract. If no deadline is mentionned reasonable time
* - Burden of the proof = the seller

**Obligation of the seller**

**Guarantee against eviction**

The seller must guarantee the possession of the thing/good to the purchaser

**Guarantee of Conformity :**

**Conditions**

* Sales concluded between a professional seller & a profane consummer
* Defect of conformity
* Must litigate within 2 years starting from the delivery of the good.

**Possible Actions**

* Replacement / Reparation
* If impossible the purchaser can give back the good & ask for a refund of the payment or keep the good & ask for partially or full refund
* Compensation in always cases is possible

**Obligation of Information**

* The professional seller has to inform & advise the buyer regarding the latter’s need

**Obligation to sell**

* Any refusal to sell to a consumer & which is not legally justified is considered as a penal offence

**Conditions**

* Defect anterior to the sales
* Defect which decrease or erase the normal use of the good
* Latent or hidden defect UNknown by the purchaser
* Litigation within 2 years starting the day when the defect was discovere

**Possible Actions**

* Refund of the payment and giving back the good
* Discount of the price and the sales is maintained
* Compensation in all cases

**Obligation to withdraw the good**

* The reception of the good by the purchaser
* If not : sanctions by the seller

\* refuse to fulfill his own obligations

\* ask for the fulfilling of the sales

\* ask for the termination of the contract

- Limits: These 3 penalties do not apply in case of an Act of God or if the seller himself was a barrior to the reception

**Obligation of payment**

* **Principle** : The buyer has to pay for the good on the day & at the place according to the sales
* **Sanctions**: The seller can ask for the termination of the contract. In case of cash-sale, the seller is entitled not to deliver the good until payment