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## **Proposed Solutions In Case Of Disagreement Regarding the Applicable Law to an International Commercial agency Contract**

**Dr: Atmane Amel\***

Algiers University1, Faculty of law, Benyoucef Benkhedda,

Algiers, [amelatmane85@gmail.com](mailto:amelatmane85@gmail.com)

<https://orcid.org/0009-0008-0379-5394>

### **Abstract:**

Determining the law applicable to international trade contracts relies primarily on the principle of party autonomy. However, parties may neglect to include a choice-of-law clause, disagree on the law governing their contractual relationship, or fail to reach a clear agreement in this regard, necessitating the search for practical solutions.

Therefore, we have proposed solutions for cases where no choice or agreement is made by the parties regarding the applicable law, by presenting two primary options:

The first option: is the 1978 Hague Convention on the Law Applicable to Agency and Representation.

The second option: relates to the UNIDROIT Principles of International Commercial Contracts of 2004 (amended in 2010), which aim to harmonize divergent legal systems, enhance contractual balance, and prevent unfair advantage, earning them broad acceptance in international commercial practices."

**Keywords:** International commercial contract; International commercial agency contract; Applicable law; law of will; International trade.

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\*Corresponding author

## **INTRODUCTION**

International commercial contracts are characterized by enshrining an important principle represented by the principle of volition, which means giving freedom to the contracting parties to choose the law that governs the contract concluded between them, by including a clause in the contract that includes the chosen law.

However, it may not be possible to determine the law applied to the international commercial agency contract, which may raise a number of problems and concerns, given that the parties do not choose the law applied to the contract. However, in the case of the contracting parties, international jurisprudence and even the judiciary have approved that the contract is subject to the law most closely related to the contractual bond. Considering that the international commercial agency contract falls within the commercial mediation contracts and the latter is based on international trade contracts, we decided to search for solutions that could be presented or proposed to the contracting parties so that they would be the applicable law governing the contractual association. Which are appropriate, suitable for international trade contracts, and fair, aiming to achieve balance between the contracting parties in the international trade agency contract.

In light of the above, the following legal question may be raised: What are the possible solutions and alternatives when the parties have failed to designate the law applicable to an international commercial agency contract?

In view of the nature of the subject under study, we adopted the descriptive and analytical approach with the aim of describing and presenting the various legal texts as well as international agreements to find out the most important solutions provided, as well as analyzing the legal provisions and interrogating them to determine the suitability of these solutions and options with international trade contracts, especially the international commercial agency contract. To answer this proposed problem, we decided to divide our study into two axes.

**The first topic:** Application of The Hague convention of 1978 relating to the law required for contracts of mediation and contractual representation.

**The second topic:** Adopting the Uni-droit principles issued by the Rome institute for the Unification of Private law.

**Proposed solutions in the event that the contracting parties do not choose the law applicable to the international commercial agency contract**

The parties to an international commercial agency agreement may not specify the law governing the contractual association either they contributed or it did not occur to them to include a clause in the agreement that includes choosing the applicable law to the commercial agency contract explicitly or implicitly or they may not agree on the chosen law. What are options or solutions that may be proposed to them in the event that the applicable law is not specified on the agreement?

That is why we decided to present The Hague convention of March 14 March, 1978, relating to the law applicable to agreements of mediation and contractual representation –as a first option. He presented the “uni droit” principles of 2004 issued by the Rome Institute for the Unification of Private law as a second option.

**The first requirement: Application of The Hague relating the law applicable to the contracts of mediation and contractual representative of 1978**

By reviewing this agreement, it is clear that it gave the contracting parties a solution or option, in the event that the law that applies to the international commercial agency agreement is not chosen, but the question can be asked. What lies in this criterion that you relied on as a solution or option in determining the applicable law in the event that the contracting parties remain silent about this? This is what we discuss in the first section. Also, the law that applies to the agreement must be determined at the time of its conclusion, that is, at the time of the emergence of the contractual relationship, in view of what arises in the framework of international trade contracts is the issue of stability or stability of the law, in order to prevent its

change or amendment, which may burden the contracting parties, especially in the agency agreement. International trade, and this is what we discuss in the second section.

**The first section: The solution adopted by the Hague Convention of 1978 as an option to determine the law applicable to the agreement**

Determining the law applicable to state trade agreements is considered essentially one of the issues entrusted to the will of the contracting parties, based on Principle of party autonomy, which finds its primary source in the freedom of contractors, especially in the context of international trade.

However, this will may not be included in the concluded contract. A clause that includes the law applicable to the international commercial contract, and they may not agree to specify that chosen law or be unable to reach an agreement on it. Therefore, the Hague Convention of March 14, 1978 regarding the law applicable to agreements of mediation and contractual representation came by offering an option or solution. On the parties to the commercial agency agreement, and this is what is stipulated in its sixth article by saying: "In the event that the contracting parties do not choose the applicable law, the internal law of the state in which the headquarters of the agent's professional institution is located, or his place of residence at the time of establishing or concluding the mediation relationship shall apply."

Accordingly, the law applicable to the commercial agency in accordance with this agreement is based on the criterion of the location of the professional institution of the commercial agent, if the latter is a legal person, or the place of residence of the commercial agent if he is a natural person.

It is noted in the context of international trade that the issue of determining the law applicable to companies as legal persons is essentially linked to the choices of countries. Some of them take the merger standard, led by the Anglo-Saxon countries, and the meaning of this standard is that the company is subject to the place of its establishment or formation, while other countries tried to impose a more standard. Objectivity and strength

between the company and the law that must be applied to it, as it depends on the criterion of the company's residence. This is the French solution, which considers companies with a headquarters in France to be subject to French law, and these companies must register themselves in France.

This criterion was adopted by the Algerian legislator in the first paragraph of Article 547 of the Commercial Code: "The domicile of the company shall be in the company's headquarters." Therefore, the Commercial Law depends on the place of residence of the company, which is located in its social headquarters, while the Algerian Civil Code indicates that the social headquarters is the place in which The Company's management center is located there.

Referring to Article 20, in its second paragraph, of the Commercial Code, we find that it obliges companies whose headquarters are located abroad, and which opens an agency, branch, or any other institution in Algeria, to register in the commercial registry, the Algerian legislator has adopted the criterion of the company's registered office.

This approach is consistent with the solution adopted by the Hague Convention of 1978, particularly Article 6 thereof, which provides that, in the absence of a choice of the applicable law governing a commercial agency contract, such contract shall be governed by the law of the State in which the commercial agent has his principal place of business.

What confirms the Algerian legislator's reliance on this standard is what was stipulated in Article Three of Law No. 90-22 of August 18, 1990, relating to the commercial registry, which says: "The provisions of this law shall be strictly applied to commercial companies legally constituted in Algeria in accordance with the commercial law."

Article 4 of Executive Decree No. 97-41 of January 18, 1997, relating to the conditions for registration in the Commercial Register, also stipulates: "Subject to the obligation of registration in the commercial registry in accordance with what is stipulated in the applicable legislation..." 2- "Every commercial institution based abroad and opening an agency in

Algeria...”

From the above, it is clear that the Algerian legislator obligates commercial companies, whether national or international, to be subject to the provisions of the commercial law in terms of the circumstances of their establishment and the rules of the commercial law, and thus it is mandatory to register them in the commercial register.

These international commercial companies may take the status of a commercial agent, especially if they are based abroad and open an agency in Algeria, as they are obligated to register in the commercial registry in Algeria.

What can be noted is that the Algerian legislator, although he took the company’s headquarters criterion as a basic criterion for determining the law applicable to the contract, he took another criterion, which is the company’s activity criterion, as a reserve criterion.

So that it stipulates in the second paragraph of Article 547 that: “Companies that conduct their activities in Algeria are subject to Algerian legislation.”

Therefore, companies that have a social headquarters abroad and carry out their activities in Algeria are considered their headquarters in the eyes of internal law in Algeria, and this is a desire of the legislator to expand the scope of application of Algerian law.

Considering companies that practice activity in Algeria to be subject to the provisions of the commercial law is normal and not an Algerian innovation, as it is natural for the company’s activity to be subject to the law where it conducts its activity. It is also natural, in the context of reciprocity, that Algerian law does not apply outside Algerian territory and its application does not extend to Foreign companies with a social headquarters abroad.

What indicates that the Algerian legislator has taken the criterion of activity, which is stipulated in Article 4 of Executive Decree No. 97-41 mentioned above, by saying: “Subject to mandatory registration in the commercial registry in accordance with what is stipulated in the applicable legislation... 3- Every

commercial representation or commercial agency affiliated with foreign countries, groups or public institutions that carries out activity on the national territory.

It is clear from the text of this article that commercial companies or foreign commercial agencies that have activity in Algeria in Algeria are subject to mandatory registration in the commercial registry, and therefore they are subject to the provisions and rules in force in Algerian law. Finally, we point out that the economic will in Algeria often requires foreign investors, within the framework of a regulated activity, to establish a (local) company in Algeria to engage in a regulated activity. Isn't this a theoretical and practical acknowledgment of the strength of the social headquarters standard in determining the law that must be applied to legal persons ?

From here we conclude that the standard adopted by The Hague convention of 1978 relating to the law required for mediation contracts and contractual representations, which is presented by the headquarters of the professional institution of the commercial agent, is considered the ideal option or solution, This approach is justified by the fact that a commercial agent may act either as a natural person or as a legal entity. In the latter case, the legal entity — whether a company or another form of undertaking — is required to have a registered office (or statutory seat), which must be formally declared for legal and regulatory purposes.. This is because of the basic data that is subject is to determine the company's social headquarters. So that whoever he is interested in knowing the company's rights and obligations. It is also possible to refer to this social headquarters of the company and rely on it as an option or solution to determine the law applicable to the commercial agency contract in the event that it is not specified by the contracting parties .

### **Section Two: The date for determining the law applicable to the international commercial agency contract**

Referring to the text of article 6 of the same convention, it confirms that if the contracting parties do not choose, the internal law of the state in which the headquarters of

the agent's professional institution is located, or his place of residence at the time of establishing or concluding the mediation relationship.

In view of the changes that may occur to countries in various economic and social fields on the national and international scene, which leads these countries to change or amend their laws due to their sovereignty in setting laws, and amend it, in line with developments and changes occurring at the internal and international levels. Therefore, contracting parties often resort at the international levels. Especially in the international commercial agency contract, when choosing the law of a country by placing a clause in the contract that includes :

**Stability clause or stability of the chosen law:** The stability clause or immutability of the chosen law means that it will remain in the state it was in at the time it was chosen, and accordingly, any legislative amendment that occurs to this law after it is chosen is not included in the contract. The basis for this is that when the parties choose a specific law, they intend for this law to be stable as the parties found it during the conclusion of the contract without any change in it .

Accordingly, the state, with its sovereignty, can change its internal legislation, but this may add burdens to the other party, and the latter must adhere to the claim that the law that the parties agreed upon during the contract has not changed, and therefore the inclusion of the clause regarding the stability of the chosen law or the stability clause of the chosen law as a contractual condition is nothing but a report by both parties to the contract, provided that the chosen law remain rigid, subsequent amendments to the contract shall not be taken into account unless the contracting parties explicitly agree to accept the new provisions that were introduced to the contract after its conclusion. Accordingly, approval of these amendments is evidence that the express or implicit will of the parties, however, the clause of stability or immutability of the chosen law may be taken into account, in the event that subsequent amendments to the chosen law may achieve the interest of both parties, and

failure to take into account subsequent is considered an infringement on national sovereignty in its authority or right to amend laws, but despite all this, taking this clause can only be implemented in long-term contracts in order to prevent amendments that may burden the contracts.

As for the clause regarding the stability of the chosen law on the contract in accordance with Algerian legislation. Algeria, under the socialist system based mainly on the directed economic system, did not stipulate in its legislation an explicit text permitting the stability or immutability of the law that must be applied to the contract concluded with a foreign client, especially within the framework of the investment law. However, the majority of African countries provided an important tax system to the investor. Foreigners, but indirectly, especially in the fuel sector .

But after the reforms that Algeria witnessed in various fields as a result of its adoption of the democratic system, and its production of a policy of economic openness and orientation towards a free economy, it culminated in the insurance of legislative decree N°93-12, dated 19 Rabi' al Thani 1414 corresponding to October 5,1993, relating to the promotion of investment, as it stipulated in: article 34 of it, which is included in part five,entitled Guarantees Granted to investors ,however ,this legislative decree was subject to cancellation pursuant to order N° 01-03 dated 1 Jumada at-Thani 1422 corresponding to August 20<sup>th</sup>,2001 relating to investment development ,amended and supplemented ,as stipulated in article 15 thereof in the section entitled Guarantees granted to investors, which states the following: “ The reviews or cancellations that may occur in the future shall not be applied to investments made within the framework of this order except if the investor requests it frankly”.

However, this law was subject to amendment in accordance with order 06-08 dated 19 Jumada al-thani, corresponding to July 15,2006, relating to investment development, but this amendment did not affect the text of this article, and therefore the legislator gave the foreign investor a

guarantee of the stability or constancy of the law applicable to it. The contract concluded in accordance with Algerian legislation, because countries hosting foreign investors often seek to benefit from the expertise and competencies of these investors with high scientific and technical skills and capabilities, and in exchange for that, they sacrifice part of their sovereignty related to setting and amending laws, by allowing the amendment of the law not to apply. The foreign investor chooses a law applicable to the contract during its conclusion, by including a clause in the contract that includes the stability of the law governing the contract, unless the investor requests the application of the amendment whenever it serves his interests and ambitions .

**The second requirement: applying the principles of “uni- droit” related to the unification of private law when the contracting parties do not choose the law applicable to the commercial agency contract.**

The principles of “uni-droit” relating to international trade contracts, as amended, were issued in 2004 by the Rome international institute for the Unification of private law. This institute had issued the first part of these principles in 1994 after a group of professors and experts representing the legal systems had worked on drafting them since 1980 in the world. The principles of “uni-droit” mean unified law. Therefore, these principles aim to unify the law applied to the contract, especially within the framework of international trade contracts. Given their importance on the international trade level and the importance of their purpose, we decide to present them as a solution or option that can be proposed to the parties to the international commercial agency contract. When we look at these principles, we find that they stipulate the cases in which they are applied, and among these cases are:

- 1- When the parties do not choose the application law.
- 2- When interpreting or filling gaps in the unified law.
- 3- When interpreting or filling gaps in national law. And justifying our presentation of these principles as an option that can be proposed or presented to the parties to the international

trade agency contract for considerations, the most important of which are :

**First:** Considering that the uni-droit texts aim to unify the agreed upon principles between the most important national laws or international agreements on the one hand, and they also come with fair and more appropriate solutions to international trade contracts on the other hand .

**Second:** Considering that the Rome institute did not make these principles an agreement ratified by countries or a model law for different countries to follow, this is in recognition that neither of these two means achieves the desired unification of the rules applicable in the field of international trade.

As for international agreements, some countries do not ratify them except after reservations about implementing their texts.

As for model laws, by their nature, they allow states to make some amendments to them so that they are consistent with their needs and interests.

Accordingly, the Rome institute wanted to apply the principles to international trade contracts in another way based on the persuasive power of these principles, and to accept them voluntarily by persons involved in international trade. Accordingly, it was stated in the preamble to the uni-droit principles of 2004 under the title “Purpose of these principles” that these principles establish general rules for international commercial contracts. These principles should apply when the parties agree that they are the applicable law to them. These principles may be applied when the parties agree that their contract is subject to the general principles of their contracts, commercial law, or the like.

These principles may apply when the parties do not agree on the application of a particular law to their contract.....

**The first section: Application of uni-droit when the parties do not agree on the law applicable to the contract .**

We saw previously that international commercial contracts are subject to the law of will, and therefore the parties to the international commercial contract, especially the international

commercial agency contract, can include the texts of the federal reserve principles, but they must adhere to the peremptory texts in the law that governs the contract.

However, it is difficult for anyone familiar with the texts of the uni-droit principles to find the possibility of a clash between them and the peremptory texts in contract law, as article 1-4 of the uni-droit principles explicitly states that:" nothing in these principles limits the application of obligatory imperative rules. To apply under the relevant private international law, whether these imperative rules are national or international".

Perhaps what encourages the parties to include in their contracts texts from the principles of uni-droit and the neutral legal terms that these texts contain that are not linked to a specific national law, which leads to savings in contract negotiation efforts and expenses, especially since the parties to the international commercial agency contract usually their workplace is in different countries .

Therefore, the use of the terms mentioned in the uni-droit principles in the contract concluded between them leads to the protection of each of them from any sudden interpretation of the terms of the contract according to the law of the other party.

This case of application of uni-droit principles was stated in the fourth paragraph of the preamble to the new version of the principles in 2004, while the fourth paragraph preamble to the first version of the uni-droit principles 1994 referred to the possibility of applying un-droit principles when it was not possible to reach the content of the applicable law .

Accordingly, there is nothing preventing the parties from specifying the law applicable to the international commercial agency contract, but this contract may avoid of any clause regarding the applicable law, and the reason for the parties not choosing this law may be that it was not notified to them, or that they negotiated. On this law, they did not reach an agreement on it until a dispute occurred between them during the implementation of the contract. Below we show the position of both the national courts and the arbitration panel on this issue .

**First: The extent to which national courts apply the principles of uni-droit when the parties do not agree on the law applicable to contract**

What must be pointed out in this regard is that there is a side of jurisprudence that desires to apply the uni-droit principles to international trade contracts when their parties do not agree on the applicable law, and that was before the amended version of the uni-droit principles was issued in the year 2004, and despite the fact that the fourth paragraph of the preamble to the uni-droit principles explicitly states this case of their application. It is difficult to fully acknowledge the possibility of applying the uni-droit principles in this case.

The reason for this is that the national legislator usually explicitly stipulates that in the absence of the chosen law, other precautionary attribution rules must be applied. In Arab laws, for example, the judge in this case is usually obligated to apply the law of the joint citizen, or the law of the place where the contract was concluded, and then not an area of application of uni-droit principles.

As for European countries, we find the Rome convention of 1980 regarding the law applicable to contractual obligations. The judge, in countries that have adhered to the convention, must apply the law of the country with which the contract has a strong connection in accordance with the text of article 4 thereof, in the absence of the law of will according to article three .

Accordingly, article four of the Convention assesses the presumption that the state with which the contract has a strong bond is the one in which the ( it is natural that the party who will implement the obligation has a habitual residence, or the main management center of the legal person, and it becomes clear that what is meant by this strong bond between the contract and the state is the geographical regional bond, and therefore it remains a matter of question whether the judge in this European country can apply the principles of uni-droit in support of its strong objective link to the contract, considering that its texts are

more appropriate link of international commercial contracts than the texts of any national law .

However, the legislator may sometimes allow, even implicitly, the application of uni-droit principles when the parties do not agree on the law applicable to the contract concluded between them. It is worth nothing that the agreement signed between the American states in 1994 regarding the law applicable to international contractual obligations, in the absence of the law, the law of the country most relevant to the contract is applied, and in order to determine this law it is necessary to take into account the general principles of commercial law recognized by international systems, which necessarily include, according to the preparatory work for the agreement, the principles of uni-droit .

**Second: The extent to which arbitration bodies apply the principles of uni-droit in the absence of the parties' agreement on the governing law of the contract."**

The arbitrator is not obligated to apply the rules of attribution of the country in which the arbitration takes place, but rather has the upper hand in determining the applicable law that he deems most relevant and appropriate for resolving the dispute. Where the parties may not agree on the applicable law, the arbitrator may apply the principles of uni-droit. More appropriate than any national legislation for the international commercial contracts, especially if the arbitrator is authorized to settle the dispute by settlement.

Practical applications have shown that the arbitrator actually applied the uni-droit club in cases where he was authorized to settle the dispute by settlement.

"Perhaps the most important aspect is that such arbitral awards are enforced by national courts without difficulty. This may be explained by the fact that the parties' agreement to submit disputes to arbitration, even without specifying the applicable law, is implicitly recognized, since the governing law in such cases is neutral and does not serve as a basis for extending the principle of administrative authority.". Some arbitration decisions were issued that applied uni-droit principles

to the subject of the dispute despite the fact that the fact that the parties did not agree on the law being a neutral law that has no connection to any country. If the arbitrator in such a case applies uni-droit principles, this is considered an expansion of the principle of due authority of will. Application, as the arbitration panel decided that the parties' neglect of the relevant law means the necessity of applying the general principles of the law as contained in the commercial law, which means applying uni-droit.

As stated in the decision of the international chamber of commerce arbitration court No.7375/1996, the authority applied the general legal principles and rules governing international contractual obligations, which are considered legal rules. It has broad consensus and recognition by the international trading community, and includes some principles that form part of commercial law.

However, the arbitrator cannot apply the texts of the uni-droit principles that the parties have implicitly excluded by agreeing to contradict them in the contract. In addition, some national legislation explicitly stipulates that the arbitrator has the authority to apply the legal rules that he deems appropriate, when the parties have not chosen the applicable law and legal rules. We find article 1496 of the new French code of pleadings, for example, stipulating that " the arbitrator shall decide .....the arbitrator shall arbitrate the dispute in accordance with the legal rules chosen by the parties, and in the absence of the parties' choice, in accordance with the legal rules that seem appropriate to him. " Article 17 in the first paragraph of the international chamber of commerce arbitration rules of 1998 also stipulates the following:" the parties have the freedom to choose the legal rules that the arbitration panel must apply to the subject of the dispute. In the absence of such a choice, the arbitration panel must apply the legal rules it deems appropriate. It is noted that the expression "legal rules" in these texts is broad expression that includes the legal rules in any national law, or the legal promises contained by merchants, including the uni-droit club .

**Section two: applying the principles of uni-droit when it is not possible to reach the content of the applicable law .**

**First:** Searching for the content of the law applicable to the international commercial agency contract.

In international commercial contracts, the national judge is obligated to apply the law determined by the national reference rule, but it may be difficult for him when this applicable law is a foreign law, and the search for the content of this law is extensive, and it may it takes a long time beyond the limits of resolving the dispute.

Because the judge cannot withdraw his hand from deciding the dispute in this case, so as not to be a denial of justice, and he cannot force the opponents to prove the content of the specific foreign law, there is no room for it but to apply a law other than the specific law whose content was unable to reach. Jurisprudence has differed regarding the alternative law that the judge applies in this case, and perhaps the prevailing opinion in this area is the opinion that the judge's law is applied, and some national legislation has explicitly adopted it .

**Second: The necessity of applying uni-droit principles in the event that the law's connection to the contract is weak.**

However, this prevailing opinion, which requires the application of the judge's law, is not subject to consideration, especially in cases where the connection between the judge's state and the considered dispute is weak, and therefore the principles of uni-droit provide an appropriate solution in this area, especially when there is no text obligating the judge to apply his law.

Therefore, of the judge applying his national law to the dispute in the event that it is not possible to reach the content of the specific foreign law, especially when the connection between the judge's country and the dispute is weak, the judge applies the principles of uni-droit, which are better than national law in any country. As it includes unified and more appropriate texts for international trade contracts.

The opinion is no less true than the fact the preamble to the uni-droit principles, as amended in 2004, explicitly stipulates

this case of application of the uni-droit principles, because when it is not possible to reach the relevant rule in the specific law, whether it is a law chosen by the parties or it is applicable in accordance with for another backup rule of reference, or that the parties did not specify the law applicable to the judge or arbitrator who is considering the dispute, in addition to that, the cases of application of the uni-droit principles mentioned in the preamble were mentioned as an example only, which allows them to be applied in other cases that were not mentioned to it is the preamble .

Accordingly, proposing the principles of uni-droit to be the law applicable to the international trade agency contract, this proposal may be the ideal proposal, if not the best choice for the words of the contracting parties, in view of the goals and purposes that they aim to achieve within the framework of international trade contracts and for the advantages it embodies on the international trade level, especially in terms of achieving the desired unification of the various statutory laws of any country, and of the various international agreements on the one hand. In addition to considering that it seeks to achieve a balance between the contracting parties, which transforms the exploitation of one of them by the other, on the basis that it came with solutions fair and more convenient for parties to international trade contracts on the other hand. In the view of the great role that the uni-droit principles of 2004 played in the framework of international trade contracts, which led the international trade community to quickly adopt and accept them, this confirms the possibility of them being an integral part of commercial law.

## **CONCLUSION**

Despite the national legislation's emphasis on the role of the will in choosing the law applicable to international trade contracts, which is considered a consecration of the principle of the authority of the will, and the tendency of legislators in national laws to enact peremptory legislation that protects its developmental, economic and technological interests, and therefore the exclusivity of each country in establishing legal

rules in all the economic changes and developments facing the international trading community, these rules will inevitably lead to variation from one country to another. The matter may become more difficult if there is no definition or agreement on the law governing the international commercial agency contract. Through this research study on the solutions and options that can be presented to the parties to the commercial agency contract and the results reached, we present a set of suggestions that will be the subject of discussion, which are as follows :

Liberalizing international trade contracts, especially commercial mediation contracts, especially the international commercial agency contract, from the authority of national legal systems, especially in light of their inability and shortcomings in controlling and controlling the developments taking place in the field of international commercial dealings.

The necessity of developing neutral solutions and options for parties to international trade contracts with the aim of avoiding differences, but also with a view to resolving disputes that may arise in the event that the law applicable to international trade contracts is not determined or in the event of disagreement about it, in order to avoid breaches of legal security and damage to the interests of dealers within the framework of international trade .

Applying the uni-droit principles for unifying private law issued by the Rome Institute in 2004 and amended in 2010, as the best solution or option that can be presented or suggested to the parties to the international commercial agency contract in the absence of determining or not agreeing on the law applicable to the international commercial agency contract, being more suitable for international trade contracts, with the aim of achieving balance between the contracting parties ,which prevents one from exploiting the other, in parallel with the fair solutions that seek to be implemented and embodied within the framework of international trade .

The principles of uni-droit are considered one of the basic pillars of legal studies in various parts of the world, which makes their use to overcome the difficulties and legal obstacles

facing dealers in the framework of international trade , due to the large and important role they played , which led the international commercial community to accept them, which confirms the possibility it has become an integral part of merchant law, especially within the framework of international commercial contracts.

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