



LEGAL SUPPORT IN THE CONTRACTS AND OTHER DEALS INVOLVING FOREIGN PARTNERS AND YOUR PROPERTY

You want to sign a contract or agreement, with a foreign partner, and you seek for legal support on this matter? You should know that any foreign economic contract includes risks that can be mitigated when an experienced lawyer is available.

THE ECONOMIC PROCEDURE CODE OF THE REPUBLIC OF UZBEKISTAN says:

Article 27. Filing a claim at defendant's location

Claims must be filed in the economic court at defendant's location. Claims instituted against legal person arising out of its separate division activities must be filed at the separate division's location.

Article 28. Jurisdiction at plaintiff's choice

Claims to several defendants at different locations will be filed in the economic court of the plaintiff's choice in the area where one of defendants is located. Claims to the defendant whose location is unknown may be filed in the economic court in the area where its property is located or at its last known location in the Republic of Uzbekistan. Claims to defendant who is an organization or a citizen of the Republic of Uzbekistan or is located at the territory of other country may be filed at plaintiff's location or in the area where defendant's property is located. Claims arising under agreement that specifies a place of performance may be filed where the place of performance is located.

Article 29. Choice of jurisdiction for the cases regarding the establishment of facts of legal significance

Cases regarding the establishment of facts of legal significance must be reviewed at applicant's location, except for the cases regarding establishment of fact of possession of a building, structure or land plot which are reviewed in the area where such a building, structure or land plot is located. Also, the Law of the Republic

of Uzbekistan ON CONTRACTUAL AND LEGAL FRAMEWORK OF BUSINESS ENTITIES' ACTIVITIES

Article 10. Requirements applicable to business contracts

A business contract should include the subject matter of an agreement, quantity, quality, assortment and price of the goods (works, services) delivered, performance time limits, settlement procedures, obligations of the parties, liability of the parties for failure to fulfill or late fulfillment of the contractual obligations, dispute resolution procedures, bank details of the parties, date and place of contract execution, and other significant provisions established by the law for this type of a contract or presence of which, according to one of the parties, serves as a basis for agreement.

Article 32. Liability for failure to pay or deferred payment of goods (works, services)

For unjustified complete or partial refusal to accept payment demand, and for procrastination of payments for goods (works, services) in case of other types of settlement (failure to submit payment order to the bank, non-issuance of cheque, failure to issue a letter of credit, etc.), the customer (client) will pay to the supplier a 15% fine of the refused or procrastinated amount. In case of overdue payment of the goods delivered, the customer (client) will pay to the supplier 0.4% of the overdue payment amount for each deferred day, however, not more than 50% of the overdue payment amount.

We have rendered legal support in the contracts and other deals involving foreign partners for many years. Services related to the matters concerning private international law. Preparation and legal support of investment projects.

**CONCLUDE RELIABLE CONTRACTS,
OUR LAWYERS ARE THERE TO HELP YOU!**