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LEGAL RESTRICTIONS ON INTERNATIONAL SALES CONTRACTS IN JORDANIAN LAW

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INTRODUCTION

The number of international sales contracts is constantly growing, as are trade exchanges on a global level. However, each jurisdiction has its own controls imposed on these contracts by virtue of which they may be financed, transferred, or terminated. This can give rise to unnecessary or prohibitive obstacles for carrying out international transactions. Jordan is a developing country with a specific legal system, which falls within the Islamic, civil, and self-contained system, whose unique effects are important in Jordan. The importance of understanding these systems and the restrictions imposed by national law comes from substantive compliance at both the local and international levels, especially in a country such as Jordan, which relies heavily on revenue from exports, imports, and free trade agreements. This requires a full theoretical and practical study to investigate these restrictions that deal with sales in this area, as well as international or foreign conventions and even arbitration of international sales disputes.

In this essay, I aim to examine international sales contracts dealing with central legal arrangements and restrictions from the Jordanian legal point of view. I will further explore these contracts in terms of an introduction that includes contracts governing these agreements and the general rules and regulations related to them, as well as restrictions or requests made by law in Jordan. After a brief overview, I will discuss the practical aspects of these contracts regarding all international sales agreements and conventions required for the data presented and the most recent figures on the subject of Jordan. I will then discuss practical parts that include many items in this agreement, such as invoicing and payments, and restrictions imposed by laws and regulations, such as general export restrictions, payment operations, import processing restrictions, trade barriers, and other tax restrictions.

1.1. Background of International Sales Contracts

International sales contracts have long drawn the attention of lawmakers, academics, and practitioners alike. The development of trade over the course of history has characterized the contractual forms that trade has taken. In the Roman Empire, where most agricultural products were consumed close to the place of production, global trade was not practiced in the way it is today. As countries and nations became more significant in terms of trade, trade between these countries became increasingly important. The trade or commercial exchange began to grow in importance through the bartering of goods and services and has given birth to international sales contracts. The international sales contract is the vital instrument through which trade transactions take place between buyers and sellers of goods in different territories of the world. Parties in the international sale of goods



transactions are spread over different jurisdictions. These are contract theories and functionalities of the parties according to the different jurisdictions.

One of the changes that have taken place in the world during the last decades of the second millennium is the process of globalization. This process has affected every aspect of life globally. Trade practices have been affected by globalization, including the way international sales contracts have been formulated. All these changes related to the practice of international trade and nationalism have influenced the formation of international sales contracts by sellers and buyers in different jurisdictions, leading to a communal approach and a more equitable system. Different jurisdictions have left their marks on commercial practice at the negotiation and formation stages of contracts, with specific laws and business practices becoming primary obstacles faced by the parties in international sales contracts. Despite this, the need for international practice arose in all relevant aspects of international sales contracts. International agreements that establish standards and practices associated with the ruling allow parties, regardless of their national identity, to be involved in the transaction. In this realm, the distinctive design of international sales contracts is essential to understanding and considering the application and differences in the scope of regulation set by the competent authority in the governing law of the applicable country.

Several issues related to the application of governing law on international sales contracts are addressed by legislators and discussed by courts and legal experts in different countries. The most well-known subjects of these issues include the freedom of choice of the law governing the contract, the existence of a written form of the law governed, and the local application of the law performed by different nationals or other indicators. All of these matters are dealt with comprehensively in private international law. The provisions of the regulation on the subject of private

international law relating to the rights of compensation claims are established by the agreement or agreements made by both parties in the application of these contracts. Seven international conventions, which include model laws, were discussed in this context. The model laws were divided into three categories.

2. Legal Framework in Jordan

Selling internationally implies an understanding of the local legal framework. Jordanian law research could be a difficult task since this legal system is multifaceted and mixed. The Jordanian legal system is mixed in the sense that it includes elements of civil law and common law. The prevailing legal framework regulating international sales contracts relies on a number of laws. The first is the Jordanian Civil Code. The second is the Jordanian Commercial Code.

The law is neutral in the sense that it allows actions. Therefore, parties to a contract have the liberty to modify the legal outcomes by including terms in the contract. In general, it is the common practices and judicial interpretation that reshape the laws either by narrowing the rules or extending them. Jordanian law takes international treaties as the highest law of the land. The Jordanian Constitution provides that these international laws should be applied unless they contradict the Jordanian Constitution or a Jordanian law. In direct sales transactions between consumers and suppliers, Jordan has enacted various provisions in its Consumer Protection Law that obliges the supplier.

These laws are inspired by international laws on e-commerce and e-governance. Additionally, Jordan has enacted Professional Practice Society bylaws that contain trade regulations and professional regulations in different sectors. The Jordan Investment Law of 2004 and other legislation have special restrictions on the establishment of businesses in Jordan. These laws sometimes mandate the necessity of establishing a domestic company or a limited liability company with a majority of Jordanian



capital and management in order to engage in trade or provide services.

2.1. Relevant Legislation and International Treaties

Relevant Legislation and International Treaties

There are several national laws that directly affect the conclusion of international contracts of sale. In addition to the law of contracts contained in the Civil Code, legislation such as the Trade Law and the Consumer Protection Law, as well as related primary and secondary implementing regulations, determine the structure and conditions in which trade is to be conducted in Jordan. Furthermore, Jordan has shown significant interest in aligning its commercial and contract law with international standards, as evidenced by its adoption of certain international principles and its conclusion of and accession to relevant conventions.

Although Jordanian laws that govern sales transactions contain different rules, norms, or requirements compared to their corresponding provisions in global treaties, they do not conflict with international standards and can coexist as complementary laws. This means that Jordan does not implement any policy to align its national laws with international laws unless this is an international treaty or convention opted by the country to deal exclusively with commercial contracts or contracts of sale. Moreover, no Jordanian laws are pending or being discussed in Parliament that are likely to affect contracts of sale in the immediate future. To conclude, in order to ensure that they comply with the essential jurisdictional requirements, i.e., the applicable law to their respective contracts, businesses in Jordan should critically review the legal and arbitration clauses of their contracts to ensure that they can determine the governing law and the dispute resolution mechanism regulated under international law.

3. Key Provisions and Restrictions

1. Key Provisions Governing International Sales Contracts Article 6 of the Jordanian Civil Code

states that a contract is formed as an agreement between two or more parties if: (i) there is an offer and an acceptance; (ii) consideration; and (iii) an intention to create legal relations. A sales contract, or contract of purchase and sale, is governed by the same provisions. The essential terms and conditions of the contract can be agreed in any manner between the parties, as long as the above elements are present. However, in practice, when negotiating contracts for the export of goods, the main terms and conditions agreed between buyers and sellers are normally: (i) the price and terms of delivery or shipment of the goods; (ii) the quality and grade of the goods; and (iii) the special packaging and marking of the goods, where appropriate.

There are a number of legal restrictions and laws that may affect the performance of the contract which must also be taken into account when drafting international contracts. For example, in some countries, governments have the right to control the external trade of the country and will demand that foreign traders obtain an import or export license, which requires certain procedures in order to be obtained. Import and export permits and other documents required by the state need to be taken into account when drafting the contract, particularly regarding which party, buyer or seller, is to obtain the documents and bear any costs relating to them. Caution should be taken when a contracting party wishes to include a trade term or other specific wording in a contract that is in contradiction with or prohibits the other party from performing a contractual obligation, as under Jordanian Contract Law, a contract may be voided if the conditions related to the prohibition on the other party, as foreseen, are specified.

3.1. Formation of Contracts

Jordanian law becomes imperative for international sales contracts when the international seller is Jordanian or when Jordanian law is chosen by the parties to govern their transaction. It therefore becomes



necessary to understand the mechanisms, ingredients, and legal results of the Jordanian sales contract, taking into account existing business practices of the arena. In general, a formal contract, such as the Jordanian sales contract, is based on the twin pillars: offer and acceptance. The acceptance must be received within a reasonable time of the offer to make the contract binding on both parties.

A valid contract is formed when there are at least three ingredients, namely mutual consent, lawful purpose, and capacity of the parties. The general characteristic of mutual consent is reached when the offer is communicated to the offeree and accepted by the latter. Offers and acceptances are normally communicated in four different ways: orally, in writing, by conduct, and by electronic means. A valid offer may also raise the right of the offeree to conclude a binding sale agreement with some certainty that his acceptance would be valid if the terms of the offer were compatible with Jordanian law, and where there were no intervening events after the offer was received that made it impossible to perform the contract or frustrated the purpose for which it was made. A counteroffer is made to the original offeror and terminates the standing offer. It changes the legal consequences of the original offer so that it is different from what the offeree responded to. Counteroffers pose problems when contracts are entered into between parties from different legal systems. Different interpretations would exist as to the validity of the offer and counteroffer because of diverging laws for the formation of contracts. The essential requirements of consent, a definite offer, a definite acceptance, and the absence of mistakes and fraud must all be provided for a legal nature in order for the contract to be valid.

4. Jurisdiction and Applicable Law

In complex legal transactions such as international sales contracts, parties must agree in advance on the court with the power to settle disputes and the law under which such contracts are to be interpreted. This subtlety is

of paramount importance because it affects the legal consequences derived from cross-border commercial transactions. Dispute jurisdiction is primarily established in part based on international legal guidelines as well as national legal guidelines. The Civil Procedure Law provides the means for courts to determine their own jurisdiction in a dispute that is brought before them. The Code of Civil Procedures follows the general rule that jurisdiction is determined based on the location of the defendant or the location of the cause of action. This means that it is courts with jurisdiction over the defendant located in their geographical jurisdiction or where the events that led the defendant to court are located. Another point of location that gives jurisdiction is where the effects of the event occurred.

The plaintiff may sometimes choose the location of the court where the defendant to be sued is located, or the location where the event giving rise to the cause of action occurs, or where the effects of the event have occurred. Otherwise, for the court to have the jurisdiction to settle the subject matter of a dispute, it may be where the defendant has contracted to submit to it in respect of the disputed contract, or where the contract is actually performed or to be performed. In a given case, the defendant and the plaintiff could both agree in a jurisdiction clause that the choice of the court should be exclusive, non-administered, partial, expert, arbitration, or administrative. The language of the agreement is crucial at a later stage of the implementation of the agreement by the court. In an exclusive jurisdiction clause, the parties to the dispute have to go to the chosen court.

It is conflict-of-law rules that govern how a court will determine the applicable law. In the absence of an express clause on the matter, jurisdiction remains with the court or the juridical authority possessing competence under the rules of conflict of laws. Both legal rules as well as international civil and commercial codes provide that the parties' freedom to choose the law of their contract is



no longer absolute. The parties shall have the freedom to select a law applicable to the subject of their contract and also the performance of their contract, subject to any statutory restrictions. But the parties may also stipulate that a different law applies in part and the chosen law may be the law of a country which, in the circumstances, is excluded under a jurisdiction clause. The question, in conflict-of-law terms, of respect for the jurisdiction clause and choice of the applicable law is therefore directly tied to when the connection with the relevant country's laws is established and to the relevance of the jurisdiction clause to such a connection. Thus, the effective and efficient conduct of international business can only take place if the transacting parties know which laws apply to their relationship. Only then can market players calculate the value of their contractual rights and obligations.

4.1. Choice of Law Clauses

4.1.1. In cross-border transactions, the significance of a choice of law clause cannot be overemphasized. An effective choice of law clause will significantly shape both the interpretation and the enforceability of the contract. These clauses regulate the law that a court will apply to the interpretation of the contract. As a result, the chosen law might entirely differ from the law in the forum and affect the court's decision if the court gave it any importance in the first place. Parties may choose the law that is most beneficial to them, or at least seek to use a law that is familiar to them, thus minimizing the inherent legal risks of the contract.

To ensure that the objective of the parties in selecting such clauses is carried out in Jordan, there must first be a valid clause in place. That is, the parties must have drafted an effective choice of law clause and ensured that the chosen law is recognized widely, including by the Jordanian courts. Finally, the chosen law must be the subject of an actual choice of law, and not that of the local laws being imposed upon the parties in question.

4.1.2. If effectively drafted, Jordanian courts will respect valid choice of law clauses. So long as the chosen law does not conflict with general principles of Jordanian public policy, parties can freely select their governing law in cross-border contracts. Nonetheless, ambiguous provisions in contracts may be difficult to enforce, and some obstacles might arise if the local Jordanian law—or indeed any other law that may apply—differs on a substantive issue from the chosen law. In most situations, it is not possible to avoid such a potential conflict, and ensuring that conflicting laws would be applied is the very *raison d'être* for including such a choice of law clause in the first place. In any event, it is paramount that parties draft their choice of law clause unambiguously to avoid confusion and potential disputes.

5. Dispute Resolution Mechanisms

Various methods are available to resolve disputes in international sales contracts for different transactions, taking into consideration the amicable and peaceful resolution of conflicts. In fact, the relationships between the parties of such contracts may break down without an efficient and explicit resolution, as a result of the absence of a specific dispute resolution mechanism in the contracts, which is considered an essential element for the resolution of all of these issues. Despite the attractiveness of several mechanisms as alternative dispute resolution, international businesses widely prefer arbitration to other procedures such as negotiation, mediation, and other available mechanisms. These methods have advantages and disadvantages. For example, litigation may have some advantages, as written law defines the court procedures, and the judgment issued does not require any party's approval or consent. This contrasts with arbitration, in which the award of the arbitration forum must be approved by the parties to be enforced under specific circumstances, as well as the absence of any appealing procedures.

Arbitration is widely utilized in international contracts, especially in cases of disagreement



because of a lack of benchmark default in countries that have different legal systems either in the written law or in the underlying concept. Disputes that occur in international trade are typically resolved through courts. However, using such a domestic mechanism may carry certain risks, such as going through principles and methods unfamiliar to the applicable law; however, in some cases, the courts may not be under the jurisdiction of concerned parties. A long and costly procedure to resolve such disputes may also be met, and, contrary to arbitration, court decisions cannot be surpassed due to limited authoritativeness. However, many international contracts contain a clause relating to the resolution of disputes by international arbitration. Courts cannot order resolution based on the terms providing for arbitration unless the parties agree to refer the problem to arbitration. The eligible arbitrators must be selected when dealing with this type of policy, and the applicable law and arbitration guidelines and regulations should also be highlighted. This is important for continuing the process and avoiding any risk to enforce the award. In theory, a dispute implicating international law or treaties shall be resolved internationally, seeking criteria and principles that reflect international norms. In fact, all parties should precisely select the arbitration rules of the specific center and select the arbitration's seat. Finally, the provisions of international law and treaties will support the award under the contentions that it reflects an abuse of authority with international public policy implications, or that the arbitrator has decided in accordance with a different rule of law. Because of this, establishing a specific resolution mechanism in this regard is ingrained in international trade contracts.

5.1. Arbitration Clauses

Arbitration clauses within international sale contracts play a crucial role in Jordanian law due to the nature of such contracts and the dangers that may arise in the absence of an arbitration clause. They not only provide confidentiality and flexibility between the

parties by allowing them to select the applicable law, the language of decision, and other terms, but they also provide them with the chance of employing an arbitrator who would be aware of the circumstances in the buyer's country. That arbitrator can achieve neutrality, as both parties would generally not be eager to appoint an arbitrator of their own nationality; this point helps the parties to select an alien arbitrator, who must be appointed whether in a trade arbitration or not, as is stipulated under Article 18, paragraph 2 of Jordanian Arbitration Law.

A sound arbitration clause should include the following elements: (i) the place of arbitration, generally the domicile of the party calling for arbitration; (ii) the governing law; (iii) the number of arbitrators and, if more than one, how and when they will be appointed; and (iv) the arbitration rules, including their edition number and the institution that issued them. An arbitration agreement is legally enforceable under Jordanian law, which acceded to the New York Convention, and is also enforceable in Jordan under its Arbitration Law No. 16 of 2018. As a result, there is no automatic refusal to enforce the arbitration agreement in Arab countries by invoking the principle of reciprocity. Nevertheless, enforcing the decision of the arbitration may face challenges in Jordan, particularly if it has not been exempted from any of the refusal situations specified under the Jordanian Arbitration Law, such as the conflict with public policy or the force majeure rules in all countries where the decision would be enforced.

The arbitration clause must be detailed in the contract, and the contract is preferred to be in writing; if not completely written, it should be in a written form, signed by both parties, necessitated by the fact that in Jordan, an oral arbitration clause is considered legally insignificant. The parties may select alternative dispute resolution, including negotiation, mediation, or conciliation, as well as litigation, to complement the arbitration clause as provided for in some trade contracts, to ensure an early



resolution for disputes that can be easily resolved without the need to file a claim with the arbitrator. This would, of course, help the parties avoid legal uncertainty that arises when disputes are finally referred to the court to decide.

6. Enforcement of Judgments

Legal Framework

Local judgments of Jordanian courts are enforced in Jordan in accordance with the provisions of the Jordanian Execution Law. According to the JEL, a judgment creditor files a petition to enforce a judgment, namely for execution of the court's decision. Where requested service is to be made by the Permanently Appointed Execution Office, at least one execution office issues the final procedures to carry out the execution of the judgment, thus directing the judgment debtor and generally performing operations exceeding the debt itself, such as the sale of property. These operations are subject to the specifics of the case. Foreign judgments shall be enforced in Jordan according to the legal framework that regulates the recognition and enforcement of judicial decisions.

Practical problems confronted when enforcing a foreign decision or arbitral award are: judgment enforcement authority may refuse enforcement on one or more of the grounds applied by Jordanian law; there are also practical problems in recognition and enforcement of foreign judgments since it is difficult to authenticate the judgment to prove its authenticity and existence, including a wide understanding of the "public policy" ground. The sovereign economic position of Jordan leads to a certain behavior, and enforcement of foreign judgments is not a major problem due to the fact that the Jordanian public authority respects its obligations and commitments. It is estimated that the principle of "reciprocity" in the Commission is not based on the outcome of the legal provisions, which falls within the policy of equality and mutual rights and duties. Thus, the foreign judgment can be enforced in Jordan

by having a certified copy of that judgment. These documents must then be legalized by the Jordanian Embassy.

6.1. Recognition and Enforcement of Foreign Judgments

6.1. Recognized Judgments

Both Islamic Sharia law, which is one of the main sources of the legal provisions in Jordan, and Jordanian civil law allow foreign court decisions for recognition and enforcement by local Jordanian courts, conditioned upon certain matters provided for in statutory provisions and in the bilateral and multilateral agreements to which Jordan is a party.

As a result of the potential disparity between the content of foreign laws, the way in which laws are interpreted, and the manner in which foreign courts apply the pertinent local law of the foreign court, litigants may find themselves entangled in a sequence of rather stringent legal complications and impediments that could block the enforcement of the foreign judgment in Jordan. This could happen if the foreign judgment does not satisfy the prerequisites adopted to qualify for recognition and enforcement in Jordan. Firstly, a fundamental condition for a foreign judgment to be entitled to enforcement in Jordan is its definitiveness and finality. Secondly, foreign judgments that meet the requisites of procedural jurisdiction are qualified to be recognized and enforced in Jordan. Thirdly, for a foreign judgment that meets the abovementioned prerequisites and requirements to be enforced against the litigant in Jordan, the judgment must not be contrary to Jordanian public policy or affect national security. Litigants who notice conflicting judgments should contemplate one of two available alternatives: they should either seek to enforce the foreign judgment in their favor or initiate the litigation before the Jordanian court.

Whether the court judgment was delivered by a foreign court or a local court, it must be documented sufficiently to enable the



Jordanian courts to consider recognition and/or execution. Conclusively, foreign court decisions can be enforced in Jordan if they fulfill the necessary conditions listed above, including finality, jurisdiction, applicable law, and public policy. The judgment ought to be properly drafted and presented; otherwise, solely enforcing a foreign judgment might take an inordinate period of time. The practice of the Jordanian judiciary through the relevant case law shows that the courts might reject to enforce a judgment that did not satisfy the aforementioned conditions.

7. Impact of International Treaties

International treaties have a significant impact on the regulation of international sales contracts in Jordan. While some treaties directly enter into force, thereby providing contracting states with far-reaching parties' rights and obligations, the impact of other treaties is based on an application by the relevant domestic legislator. Essentially, treaties provide the participating states with a complete internal legal framework for their application. They are therefore bound by the terms of the agreements in the process of their contracts. The relevance of a treaty varies from one state to another. For example, the Vienna Sales Convention has an impact on a fairly considerable number of countries, while the Luxembourg Transport Convention applies in 17 African states.

In Jordan, the following international agreements have been ratified on this subject: the Vienna Convention, the Paris Convention, and CISG after the 1980 adoption. In doing so, Jordan has benefited from the application of the following fundamental principles and cultural options codified in these texts. First, the extension of their trade relations with the spirit of universality. Second, respect for significant developments in social conditions by participating in an approach to substantively rather than formally regulate contractual relations in the international setting. CISG entered into force in Jordan and governed it

from October 1, 2014. Nationally, simultaneous compliance with international legal obligations and domestic law, which in any case do not conflict, must make all legal practitioners cautious before performing a legal action, including, and specifically, before consulting, contracting, or fighting before a court.

7.1. WTO Agreements

7.1. Overview of WTO Agreements

Since 2000, Jordan has been a member of the World Trade Organization. Members of the WTO are bound by a number of obligations and commitments pertaining to international trade. To ensure non-discrimination, the WTO agreement on trade facilitation aims to expedite the movement, release, and clearance of goods at borders. This is seen as an important advantage in international trade and also for many cross-border sales contracts affected by Jordanian law. The WTO agreements have a significant impact on international sales law in Jordan and the rights and duties of exporters and importers.

Members of the WTO are willing, inter alia, to ensure the equal treatment of all WTO members in trade, to publish all relevant trade laws and regulations, and to ensure equal treatment of all foreign exporters and importers on their territory. Awareness of the impact of WTO commitments is important to understand the legal framework in place in Jordan and the rights and obligations linked to B2B relations. As a member of the WTO, Jordan is required to harmonize its national legal rules for trade with international standards. International rules do not only set minimum standards, but also give business managers an overall impression of the opportunities that arise from conducting commercial transactions. They also identify the areas of risk and possible issues that could impact a commercial transaction. In Jordan, domestic legislation and practices – for example, in export regulations or quality standards – are highly influenced by obligations resulting from WTO membership. Reforms aiming at using technical infrastructure



or e-government systems for access to trade-related information are being implemented to conform with the agreement on trade facilitation. In addition, in order to comply with the principle of national treatment, Jordan applies the same legislation, taxing system, and legal rules to domestic and foreign companies. Providing such legal protection is important in resolving disputes concerning the export of goods. This has helped Jordan to rank higher in the ranking for 'import and export regulations.' Jordan has also been praised for simplifying trade procedures, mainly by reducing the number of documents required beforehand and establishing a one-window system for traders. Overall, the WTO aims to promote a more stable and predictable international trading environment.

8. Practical Implications for Businesses

The restrictions that Jordanian law puts on international sales contracts naturally have practical implications for businesses wanting to operate in Jordan. Contractual certainty is essential for businesses to manage risk, and here it is essential to have an understanding of the law. As a means of ensuring compliance with Jordanian law and avoiding disputes, it is good practice to examine the commercial objectives of the parties to a contract and of the local laws affecting those objectives. Indeed, so-called due diligence is by no means an alien concept in international business dealings; parties typically expect to spend months negotiating contracts to effect a level of due diligence. This involves carrying out legal searches to ensure that the party to the contract has good title to its property, that the individual who signed the contract has the authority to do so, and so forth. This is not done out of idle curiosity but to confirm commercial objectives and avoid disputes.

Due diligence in international contract drafting and negotiation follows the same principles; avoidance of disputes in a jurisdiction you have dealt with for many months is prudent. If you want to venture into more complex transactions

in Jordan, there are various practical steps you can take to manage the legal risks: In order to assess whether a contract is necessary, or whether the supply chain can be based on terms, it is sensible to conduct a market analysis. This should include researching local law requirements for the import of goods, the local culture in relation to contracts, and any particular idiosyncratic requirements in commercial exchange. You may need to sell directly to the Jordanian consumer. In that event, you should give some advice as to how to draft sensible terms and conditions of sale to a Jordanian end customer, and what advice they should give to a Jordanian distributor. Further, you need to consider and deal with any intellectual property involvements. It is critical that first-hand advice is sought from a local lawyer who understands the intricacies of local law practice in Jordan, the Arab world, and Islamic law in general. This should also take into account the influence and practical application of tribal, religious, and customary laws on business transactions in Jordan, as such laws are frequently inextricably bound up with the legal codes.

9.1. Risk Management Strategies

Risk management is an important issue in international sales contracts. Early identification of legal risks is crucial to treating them effectively and efficiently through alternative solutions that can be persuasive in another jurisdiction. Companies, especially in multinational enterprises, are also exposed to additional responsibilities because of the more diverse cultural and legal environment in which their staff carry out the international contracts. Properly managed, the main terminal procedures are held to reduce the identified risk. The contract must therefore offer appropriate levels of protection in line with the identified risk. Moreover, the legal obligations, which form part of the general framework of standard protection, have to be monitored continuously to check for any changes that may affect them. In this way, risk management encompasses purposes related to contracts.



Risk avoidance is only realized after a comprehensive review of the contract within a suitable negotiation strategy to maximize the benefits.

Several methods can be employed to decrease the undertaken exposure to risk. It is also a practice to resolve uncertainties that are likely to arise in the commercial conduct prior to concluding a contract. Premeditated conflict resolution techniques using arbitrators' offices and courts could also be indicative of financial concerns. Contracts that protect warranties, indemnities, retention of title by the supplier, guarantee provisions, and advance payments by the beneficiary could be institutional attempted preventers of litigation, and negatively reassurances that highlight pledges for product delivery and acceptance have proven to be psychologically effective. Timely payment improves dialogue and containerization of agricultural commodities, often continuing in the area of credit. Prudent precautions and legally safeguarding the transacted amount of finance in terms of dispute resolutions, the insurance industry is offering export credit insurance. Equally important, training programs should be held for staff to recognize the new legal regulatory issues. Staff should be aware of the risks and what the company sees as relevant or non-relevant and acceptable or unacceptable.

9. Conclusion and Future Developments

Global business practices have significantly changed the way international sales contracts develop on a daily basis. Since local businesses are becoming a rarity, it is of utmost importance to spot the legal infrastructure governing international sales contracts. This study investigated how legal restrictions over international sales contracts were regulated in Jordan and how they apply in practice. The essay highlighted several drivers reshaping global trade regulation in the Arab World and across the globe. The drivers included profound shifts and changes occurring in world economies, preferences, and technologies.

Today, governments and law-reform bodies worldwide, as well as regional organizations, are transforming trade regulations designed in a by-gone era into contemporary rules facilitating trade among nations integrated within large regional and global markets. These are welcomed developments, which ought to be pursued further. Lawyers, policymakers, legal educators, and other trade scholars should carefully monitor these legal reform trends at the international and regional levels. Technological development is facilitating trade and investment, and if governments are committed to liberalize trade further, they should seek to provide a strong legal infrastructure fostering increasingly businesses by qualified professionals. Increased contributions of policymakers, legal academics, and practitioners in discussions, workshops, and conferences about these topics never seemed more necessary, as growing interest of legal advisors and merchants alike in public and private international trade law becomes more and more evident in Jordan and the Arab World which are seeking to increase their share in world trade. Policymakers and law-reform bodies, national and international ones, are certainly encouraged: know your comparative advantage and continuous urge for improvements. Jurists, lawyers, legal educators, academics, practitioners alike are invited to carefully monitor changing legal eras, keep abreast of legal developments, and further train the next crop of practitioners to increase Jordan's share of trade and redraw the Rules of International Sales.

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