

International Business Transactions

International Business Transactions

Text, Cases, and Materials

SECOND EDITION

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CAROLINA ACADEMIC PRESS

Durham, North Carolina

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ISBN 978-1-5310-0567-2
e-ISBN 978-1-5310-0568-9
LCCN 2020942174

Carolina Academic Press
700 Kent Street
Durham, NC 27701
Telephone (919) 489-7486
Fax (919) 493-5668
www.caplaws.com

Printed in the United States of America

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Preface and Acknowledgments

This book is the culmination of several years of work and incorporates more than 25 years of experience in teaching, consulting and arbitration. To justify the expenditure of time and resources, and the trees that will die for this book, I have made great efforts at distinguishing the work from those already on the market. Every part of the book is written from the perspective of a practitioner and for the benefit of future practitioners. As a lawyer, in-house counsel, consultant or arbitrator, you don't need theories and you don't need to know about every case that discussed a particular theory or solution or even the latest case to do so. What you need are hands-on tools, model contracts with explanations, checklists, and practical tips, for example how to find high quality yet affordable legal counsel in a foreign country. To this end, in addition to instructive cases, the book includes 26 charts, 15 checklists, and 15 model contracts and other documents, all with step-by-step explanations. Most of this material is my own and not available anywhere else. Even the index at the end is conceived as a glossary, essentially a mini-dictionary of international business law, finance, shipping and insurance terms, and almost 100 pages long.

The Text, Cases and Materials are accompanied by two volumes of documents. Volume I on Transactional Documents covers Parts One to Five and contains the most important international conventions, treaties, codes, and some national statutes like the UCC, for contracts of sale, payment and financing contracts, shipping contracts, and insurance contracts (ISBN 978-1-950137-99-2, ca. 810 pp.). Volume II on Dispute Settlement Documents covers Part Six with the most important documents on transnational litigation, as well as international commercial mediation and arbitration (ISBN 978-1-950137-01-5, ca. 570 pp.). As a package, the books are intended for advanced JD and LL.M. students but equally for younger practitioners, to be kept close at hand for frequent consultation. As your tools of trade, they will become better and more valuable with use and age.

Naturally, a project like this is not a one-person achievement. I am greatly indebted to my own teachers and mentors, in particular Professors Bruno Simma, Joseph Weiler, Eric Stein, John Jackson, Ingeborg Schwenzer, Frank Vischer, Talia Einhorn, George Bermann and Mohamed Abd El Wahab, who have influenced my thinking in more ways than I can count. I hope the book will live up to their expectations and look forward to their comments and critique. At the Indiana University Robert H. McKinney School of Law, I have enjoyed tremendous institutional support and want to thank, in particular, Deans Andy Klein and Karen Bravo, as well as my colleagues Frank Sullivan, Jim Nehf, Max Huffman, Cynthia Adams and

Xuan-Thao Nguyen, who have helped and inspired me in many ways. My faculty assistants Brooke Merry, Judy Ann Kirkpatrick and Katherine Lundblade deserve much more than just this expression of my gratitude for their support.

At Carolina Academic Press, I was met with enthusiastic support—and endless patience—from a fantastic team of editors, production professionals and designers. Special thanks go to Ryland Bowman, Elisabeth (“Biz”) Ebben, and Jennifer Hill. Without their hard work, there would be no book and certainly none on this level of quality.

Most importantly, however, I want to thank generations of my students in the U.S., in Europe, the Middle East, Asia and other parts of the world, who have endured early drafts of the chapters in this book, less complete and less sophisticated charts and checklists, and overall more chaos in the text, cases and materials, and helped me with their comments and questions through one round of improvements after another. By now, I believe that the book is good but I am also counting on future generations of students to help me make it even better. Several former students who are now colleagues and professionals in their own right deserve special mention and thanks: Menachem Kaplan, Heather Grimstad, Kari Morrigan, Aakshita Bansal, Andraea Reed, David Wemhoff, Delainey Burnett and Se Young Jung have all done valuable research that went into the book.

Finally, I want to thank my family for their never ending support and encouragement. This book is dedicated to you.

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