

Highlights for the 2025–2026 Edition

International Contract Manual is a comprehensive resource for professionals navigating the complexities of cross-border commercial agreements. With all 5 volumes shipping in **one annual shipment** from here forward, this manual features:

- An extensive collection of contract clauses with detailed analysis and practical drafting commentary
- Thorough examination of essential international contracting principles
- Analysis of crucial compliance considerations, including transnational anti-bribery regulations, export controls, trade laws, and customs requirements
- Summaries of sales and trade laws from over 40 countries ranging from Afghanistan to Vietnam
- Article-by-article analysis of the United Nations Convention on Contracts for the International Sale of Goods (CISG), with legislative history, commentary, and domestic and foreign case law examination
- Extensive comparisons of the CISG against the Uniform Commercial Code (UCC)

Key updates to the 2025-2026 Edition of **International Contract Manual** include:

- In depth discussion of the use and applicability of Incoterms® 2020 (*See* § 6:4)
- The addition of a chapter on confidentiality agreements, letters of intent, and term sheets covering the proper use of confidentiality agreements, pitfalls associated with letters of intent, and the benefits of term sheets. (*See* Chapter 25)
- Extensive additions and revisions to the chapter on European Union Trade Laws, including coverage of Regulation (EU) 2017/2321, by which the differentiation between non-market and market economies was abandoned; and the addition of sections covering the International Procurement Regulation, the Anti-Coercion Instrument and the Enforcement Regulation (*See* Chapter 42)
- A complete revision of the chapter on India, including examination of the New Labor Codes, which streamlines 44 laws into four codes, simplifying compliance, and expanding worker protections; discussion of the Digital Personal Data Protection Act 2023, which established a new framework for data protection in India; and coverage of new tax incentives, such as reduced corporate tax rates and the removal of certain levies to attract foreign investment. (*See* Chapter 63)
- Review of important changes in Kuwaiti laws and regulations, including the Commercial Agency Law, the Foreign Direct

Investment Law, the Public Procurement Law, the Kuwait Offset Program, and the Taxation Law, and the inclusion of extensive information on entering the Kuwaiti market, whether through establishing a company, commercial agency, or foreign direct investment. (See Chapter 70)

- Coverage of tax provisions applicable to Lebanese holding companies, amendments to provisions relating to the purposes of offshore companies, and a new section discussing representative offices of foreign companies. (See Chapter 72)
- New section containing an overview on choice of law or conflicts of law and the CISG, providing valuable insight on the approach to be taken at the commencement of litigation on international sales contracts. (See § 92:52)
- Discussion of the impact of CISG Advisory Council Opinion No 23 (rapporteur Prof Hugh Beale), an opinion that brings much needed clarity to one of the most contentious areas of uncertainty in the CISG, namely the validity exclusion in Article 4 (See §§ 95:34, 95:42)
- Discussion of the *CeDe Group AB v. KAN Sp. z o.o.* (Swedish Supreme Court) dealing with set-off and confirming the German Supreme Court approach to this issue (See § 95:33)
- Discussion of the *Electronic electricity meters* case (Swiss Federal Supreme Court) dealing with the uncertain and controversial area of onus and burden of proof (See §§ 95:33, 95:34)
- Discussion of *Garage Door Systems, LLC v. Blue Giant Equipment Corporation* (Southern District of Indiana) dealing with the incorporation of standard terms in sales contracts under the CISG; a decision that is in line with CISG Advisory Council Opinion No 13 (See § 97:13)
- Discussion of the CISG Advisory Council's Revised Opinion No 1 on Electronic Communications under the CISG relevant to Articles 14 to 19 and instances where notice is required such as Article 20, 39, 47, 63, 71 and 72 (See § 97:26)
- An extensive discussion of the relevant principles and rules affected by the use of Incoterms® 2020 and their interaction with the CISG (See § 99:7)
- Discussion of *KRAPE, S.A. v. LIK Supply, Corp.* (Eastern District of New York) dealing with lost profits and foreseeability when dealing with damages claimed for breach of contract (See § 104:50)
- Discussion of the Swiss *Chicory harvesting machine* case (Swiss Supreme Court) dealing with substitute purchases before avoidance of the contract (See § 104:71)