

Case 1:

A Syrian trader doing business in 'fashionable' clothes headquartered his company in Damascus. In January 2017, he travelled to Italy and ordered 1,000 'in fashion' suits for men. He returned to Damascus and received the goods shipped by sea by the Italian seller to Tartous Port after one month. What are the legal issues that traders have to know in this business transaction?

- In order to arrive in Italy, the Syrian trader should have a passport issued by the Syrian authorities and a visa of entry into the EU.
- whether the sale of clothes contract between the traders could be governed by United Nations Convention on Contracts for the International Sales of Goods 1980 ('CISG'), while Syria is member of the Convention?
- whether the Laws on Customs of both Syria and Italy have some connection with the WTO agreements?
- in the case where the Syrian trader considered that the goods sold by the Italian partner are 'out of fashion' suits, what is the law traders can apply, and what is the forum with the competence to solve their dispute?
- Syrian law, Italian law, or what law could be applicable to this business transaction?
- can contracting parties choose the law applicable?
- what are the criteria governing the choice of law?
- in the case where the Italian trader loses the lawsuit following the Italian tribunal's judgment, will this judgment have legal effect and be enforceable in Syria?