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The Treaty and Its Importance and Place in Electronic Commerce Law

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Abstract
This article attempts to examine its importance and position in electronic commerce law through a descriptive-analytical method and qualitative data analysis. The analysis of the findings and data in this article showed that the specific belief of the drafters of the treaty was that the adoption of uniform rules to remove obstacles to the use of electronic communications used in contracts would increase the legal stability and commercial predictability of international contracts and assist the government in achieving modern trade solutions. The limits and scope of the treaty, the place of business in the treaty, national declarations regarding the scope of application, the relationship of the treaty with other international treaties, freedom of will, proposed amendments and interpretation of the treaty, and interpretative guidelines for the treaty are among other topics that are addressed in this article in relation to the subject.

Keywords: E-commerce, treaty, treaty scope, treaty interpretation.

Introduction

Since ancient times, trading and establishing relationships with different people have been considered essentials of human life. With the expansion of cities and countries, relationships between individuals in terms of transactions and dealings have expanded and have taken on a cross-border aspect. Commercial law, as an important indicator for establishing relationships between individuals in terms of the affairs and transactions they carry out, is one of the most important headings of law. Not only businessmen and merchants, but also ordinary people deal with it. Commercial law is a set of rules that govern the relationships of businessmen and commercial practices. Unlike civil law, which includes the relationships of all members of society, commercial law establishes special rules for businessmen and commercial practices, which is why in cases where an explicit solution is not provided in commercial law, civil law rules are referred to. In fact, commercial law first examines the businessman, whether he is a natural or legal person, then examines his commercial transactions and actions and the commercial documents used, and finally discusses the continuation or non-continuation of the businessman's life by examining bankruptcy. Today, due to the development of technology and the expansion of commercial relations between individuals, the scope of commercial law is carried out in two separate spaces, namely trade in the real space and trade in the electronic space. It is obvious that conducting business and consequently the formation of commercial law in the real space is the principle and its regulations can be extended to electronic commerce. Business persons and their transactions, commercial companies, commercial documents and bankruptcy are among the topics that the scope of commercial law in the real space is raised. (Eskini, 2004: 58)

The treaty should be considered the result of the development of electronic commerce. Electronic commerce includes doing anything with communication and information technology to implement commercial goals between organizations or between an organization and a consumer. In general, the term electronic commerce refers to electronic transactions that are carried out through relational networks. First, the buyer searches for a virtual store through the Internet with the consumer. First, he orders a product through the web or e-mail and finally receives it. Regarding the emergence of the treaty, it should be said that the countries that have approved the UNCITRAL Model Laws (1996-2001) have practically suffered from a kind of inconsistency in their legal systems due to the unlimited powers they have had in interfering with their provisions. In such a way that they often deviated from the principles of the Model Law and the e-commerce laws of other countries, especially regarding the authentication of electronic signatures, and had disagreements. These disagreements and the limitation of the application of domestic laws to parties located abroad caused the United States of America to

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propose an international treaty on e-commerce in 1998 that was based on the principles of the 1996 Model Law. (Rezaei, 2008: 25)

Research Method

The type of research is based on the purpose: fundamental-applied. In terms of conclusion: applied-developmental, in terms of selection approach: rational, and in terms of data analysis: qualitative and in terms of the nature of the research, it is explanatory (analytical), descriptive-analytical. The method of collecting data and information is documents that have been carried out by referring to the library and article archives, as well as searching electronic and Internet networks.

Data analysis article

The nature and essence of the treaty, the limits and scope of the treaty, the place of business in the treaty, national declarations regarding the scope of application, the relationship of the treaty with other international treaties, freedom of will, proposed amendments and interpretation of the treaty, and interpretative guidelines for the treaty are considered the data of the present article, which are examined in a descriptive-analytical manner.

The nature and essence of the covenant

The emergence of the treaty has been a function of electronic communications in the field of electronic commerce and most of all it should be evaluated in terms of the domestic laws of countries. Regarding the domestic laws of countries, it should be acknowledged that such regulations, especially in the case of electronic contracts, the use of message data in concluding a contract, either do not exist or, if they do exist, do not imply an international dimension to the matter. Therefore, in international relations, there does not seem to be an escape from agreements such as reciprocity between states. This measure is considered very difficult and limited in practice and cannot respond to the reality and global effects of electronic contracts. In addition, the countries that have approved the UNCITRAL Model Laws (1996-2001). Due to the unlimited powers they have had in interfering with and disposing of their provisions, they have practically suffered from a kind of inconsistency in their legal systems. In such a way that they often deviated from the principles of the Model Law and the electronic commerce laws of other countries, especially regarding the verification of electronic signatures, and they have become in conflict. These differences and the limitation of the application of domestic laws to parties located abroad led the United States of America to propose an international treaty on electronic commerce in 1998, based on the principles of the 1996 Model Law. In some countries, the primacy of international treaty law, such as existing commercial treaties, over ordinary domestic laws enacted after the enactment of these treaties created a potential conflict between the domestic laws of these treaties, a potential conflict between domestic laws that recognized electronic contracts as valid and existing treaties that considered physical (paper) documents mandatory. Therefore, only an international treaty could solve the problem and equalize the legal effects of electronic and physical communications used in accordance with existing treaties, and prevent the fragmentation of the UNCITRAL ideas for harmonizing regulations in an area (electronic commerce) that, due to its novelty, has not yet become a matter of substantive disagreement among countries. Regarding the CISG, it should also be acknowledged that some of its articles have been difficult to adapt to electronic contracts. One of the important reasons for this is that the stages of drafting and ratification of this treaty were completed at a time when electronic commerce in its current sense was not in question, and therefore, the claim of any commonality, unity of criteria, or extensive analysis of the articles of the CISG treaty is an inference and faces the major problem of different inferences and approaches. In addition, electronic contracts have unique characteristics that the CISG did not foresee. For example, computer errors that may cause problems in the transmission of data and messages for any reason, electronic representatives, the method of determining the residence and center of business in electronic relations, the time of the effect of the agreement of the parties, and the role of information systems in the relationship between the parties have not been examined in this document. During the negotiations related to the 2005 treaty, there were also reasons against drafting a new treaty. On the one hand, assuming the entry of the MLAC into the domestic laws of countries, a new prediction It would be redundant and pointless in a new instrument, and presenting principles and bases different from those of the aforementioned law could lead to some confusion. On the other hand, it is somewhat defensible that the best solution to the problem would be to amend the CISG and update it so that a new international instrument would not be needed. In response, it should be emphasized that the 2005 MLIC Convention has generally raised issues related to the laws governing electronic commerce. A closer look at the articles of the treaty shows that this

document has never attempted to deviate from or modify the provisions of the 1996 or 2001 Model Law and, in cases where it was necessary to mention issues similar to those mentioned in the aforementioned laws, it has confirmed its content. Therefore, the problems of repetition or confusion resulting from changes in previous principles and rules are ruled out. Regarding the 1980 Vienna Convention, it should also be acknowledged that although some have commented on the fact that this document lags behind the needs of the time, the defensible idea is that the generality of the controversial articles of the treaty and the possibility of providing an extensive interpretation of it are universal. As in the case of Article 13, which stipulates: For the purposes of this treaty, writing shall also include telegrams and telex. Some believe that by mentioning telegrams and telex by analogy, this article also includes other modern means of communication and therefore electronic documents created, sent or stored in them are also considered writing. In view of what has been said, the 2005 Convention, before being a harbinger of the abolition of the provisions of the famous Convention (CISG), has implicitly sought to complement it. In other words, the doubts and ambiguities regarding the legal validity of electronic communications used in the framework of international contracts have created obstacles to international trade, the removal of which seems to be beyond the scope of previous treaties and requires a new international instrument. In view of the above necessities and since the increasing use of electronic communications has improved the efficiency of commercial activities, increased commercial relations and provided new opportunities for previously insignificant and remote individuals and markets. Therefore, this category of communications plays a fundamental role in promoting trade and economic development, both domestically and internationally. The specific belief of the drafters of the treaty was that the adoption of uniform rules to remove obstacles to the use of electronic communications used in contracts would increase the legal stability and commercial predictability of international contracts and assist the government in achieving modern trade solutions. (Shojai, 2004: 127-128)

The limits and scope of the treaty

The United Nations Convention on the Use of Electronic Communications in International Contracts, as its name suggests, is limited to electronic communications and in principle covers all international contracts. Therefore, on the one hand, it does not cover the conclusion or performance of contracts by non-electronic means, and on the other hand, unlike the CISG Convention, it is not limited to international sales. However, the two conventions are similar in their international nature and in that some international contracts are excluded from the scope of both.

Article 1 of the 2005 Convention, entitled Scope, which provides a basic criterion for applicability to commercial transactions, states:

This Convention applies to the use of electronic communications in connection with the formation or performance of contracts between persons whose places of business are in different countries.

Accordingly, Article 1 of the 2005 Convention considers the internationality of the relationship of the parties to be based on the fact that their places of business are in two different countries. The aforementioned article is similar to Article 1 of the CISG in that it is based on the place of business, and in subsequent paragraphs it has complemented it without attempting to evade the aforementioned treaty. Of course, the CISG Convention added another requirement, namely that the place of business of the parties must be in the contracting countries or the conflict of laws rules lead to the application of the law of one of the member countries as the governing law. (Zargar, 2001: 89)

Our country's electronic commerce law also stipulated in Article 1 without providing a criterion for its scope under Article 1, which only provides an incomplete purpose of the law, under the title of the scope of the law: This law is a set of principles and rules that are used for the easy and secure exchange of information in electronic media and the use of new communication systems. (Darabpour, 2005: 98)

In the last draft of the 2005 Convention, which was removed from the final version of the Convention during the ratification process, the second part of the rule regarding the scope of the law stipulated that (a) the country in which the parties' place of business is located is a member of the 2005 Convention or (b) the conflict of laws rules applied by the adjudicating authority selected the 2005 Convention as the governing law. or (c) the parties to the transaction agree that the 2005 Convention shall be the governing law. This rule is adopted in paragraphs (a) and (b) of Article 1 of the CISG as the scope of the Convention, with the difference that the 2005

Convention added paragraph (c) from the CISG, namely the case where the parties agree that the 2005 Convention shall be the governing law. Despite the general wording of paragraph 1 of the Article, the prevailing view in the UNCITRAL Commission was that the Convention applies only when the laws of the contracting states are applicable to the transaction. This is not only because the forum for the resolution of disputes between foreign parties is located in a country that has ratified the Convention, but also because the laws of the Contracting States, which are determined by the conflict of laws principle and are analyzed by the forum, are applied. Due to the general scope of Article 1 of the Convention, concerns were expressed in the Working Party discussions about the conditions of the scope of the 2005 Convention, the possibility of differences of interpretation and limitations on applicability due to reservations and declarations by the Contracting States. However, in comparison with the CISG Convention, the 2005 Convention aimed to achieve maximum international acceptance through flexibility of its provisions, which was aimed at promoting uniformity of law and predictability. Ultimately, the Working Party agreed that, as a first principle (in principle), the Convention should have a wide scope. Although States that do not wish to accept the wide scope of the Convention are allowed to make declarations limiting the scope of the Convention. Therefore, Article 1 of the 2005 Convention provides for a broad applicability rule. Unlike the CISG Convention, the 2005 Convention does not require that the place of business of the parties to the transaction must be in a Contracting State. It also does not require that the court or tribunal must select the 2005 Convention as the governing law by examining the conflict of laws. It was also suggested that in order to cover negotiations that do not lead to the conclusion of a contract, the terms negotiations and conclusion should both be included in Article 1, paragraph 1. On the other hand, some argued that the formation of a contract includes the negotiation stage. However, the Working Group ultimately decided that the term formation was sufficient because it covered all stages of the conclusion of a contract, including the negotiation stage and the invitation to negotiate. (Azar Saberi, 2001: 55)

Place of business in the treaty

A careful reading of the Working Group report indicates that the members had a strong disagreement over the definition of this term. One group believed that the Convention should not provide a definition of the place of business and that its definition should be referred to the national legislator to determine the place of business based on the criteria, rules and regulations governing its legal system. However, another group, which was in fact the dominant opinion of the UNCITRAL Commission, argued that since this concept played a fundamental role in the scope of the Convention, leaving its definition to national legislators would lead to a divergence of opinions and practices, which would pose serious problems for the application of the Convention at the international level and would undermine the philosophy of its establishment, which is to unify the laws and practices of electronic commerce. For this reason, in the final version of the Convention and in paragraph (h) of Article 4 under the Definitions section, the place of business is defined as any place where a person establishes a permanent establishment for economic activity and does not include a place of temporary provision of goods or services outside a specific place. Also, in order to reach a consensus on the issue, it was suggested that the term any place be replaced by a fixed place instead of a specific place and a permanent place, which this suggestion was accepted and applied in the final version of the treaty. In addition, it was suggested that the place of business is not only considered the main place of business, but also other non-main places such as a branch or representative office of a person. However, the mere existence of a place of business of an agent who has the authority to conclude a contract is not considered a place of business, but the principal and the third party must have a place of business in different countries. (Akhlaqi, 2010: 127)

Lack of designation, number or absence of business premises

Paragraphs 2 and 3 of the 2005 Convention are almost a repetition of the two rules contained in Article 10 of the 1980 Vienna Convention, regarding multiple places of business and habitual residence as the place of business. The Convention does not distinguish between the situation where one of the parties does not designate its place of business or designates more than one place of business. Paragraph 3 also determines the obligation in the case where a natural person does not have a place of business. According to paragraph 2 of Article 6: If one of the parties does not designate its place of business or designates more than one place, the place of business is to be considered for the purposes of this Convention as the place which has the closest connection with the contract, having regard to the circumstances and circumstances which the parties had in mind before or at the time of the conclusion of the contract.

This rule does not have a long history in the Uniform Law on International Sales and the Uniform Law on International Sales of Goods. However, a comparable provision on the passage of time can be found in the 1974 Convention. Article 2(c) of that treaty provides:

Where one of the parties to a contract has a place of business in more than one country, his place of business is the place which, having regard to the circumstances known to the parties or of which they were aware at the time of the conclusion of the contract, has the closest connection with the contract and its performance. Article 101(2), 7 of the Principles of European Contract Law has also used this criterion in cases where the parties have multiple places of business. (Shokouri Moghadam, 2005: 87)

National declarations on the scope of application

Although the 2055 Convention considers the place of business of the parties to the transaction to be in different countries as the criterion for its applicability, it has adopted rules in subsequent articles that recognize this criterion or limit its general scope. One of these rules is Article 19 of the Convention, which provides under the heading of declarations concerning the scope of application:

a) Any State Party may declare that it applies this Convention in accordance with Article 21 only in cases where:

first, when the States referred to in paragraph 1 of Article 1 are Parties to the Convention; and second, when the parties agree that the Convention shall apply; and third, any State Party may limit the scope of this Convention by excluding the matters specified in the regulatory declaration in accordance with Article 21.

In the last draft of the Convention, the double clauses of the current Article 19 constituted paragraphs 2 and 3 of Article 1; however, in the final negotiations, paragraphs 1 and 2 of the current Article 19 were deleted from Article 1 and placed as an independent article in Article 19. In fact, UNCITRAL made an innovation with the draft of Article 19, in such a way that if the clauses of Article 19 were within the scope of Article 1, the Convention would apply to the transaction if the place of business of the parties was in the countries that are parties to the Convention. However, now, considering the provisions of Article 19, the principle is that the Convention applies simply because the places of business of the parties are in different countries, even if the countries where the places of business of the parties are located are not parties to the Convention, unless the party declares in accordance with Article 19 that it will apply the Convention only in the case where the places of business of the parties are in a country that is itself a party to the Convention. Another case that is foreseen in Article 19, paragraph (b) 1, which will lead to a wider scope of the Convention, is the assumption that the parties agree that the Convention will be applied. (Safaei, 2005: 224)

Relationship of the Convention with other international treaties

Article 20, paragraph 1, of the 2005 Convention, under the title of Communications exchanged under other international treaties, lists six international treaties to which the 2005 Convention may apply. These treaties are:

a) Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, January 1, 1958.

b) Convention on the Limitation of Time in the International Sale of Goods, New York, January 14, 1974, and its Protocol, Vienna, April 11, 1980.

c) United Nations Convention on Contracts for the International Sale of Goods, Vienna, April 11, 1980.

d) United Nations Convention on the Liability of Terminal Operators in International Trade, Vienna, April 19, 1991.

f) United Nations Convention on Independent Guarantees and Secured Documentary Credits, New York, December 11, 1995.

f) United Nations Convention on the Transfer of Monetary Obligations in International Trade, New York, December 12, 2001.

The purpose of providing for this article is that since the purpose of the 2005 Convention is to remove legal obstacles to electronic commerce. Without the need to amend other international treaties, the 2005 Treaty should also apply to contracts that are concluded or implemented under the scope of this Treaty. (Rezaei, 2008: 64)

Freedom of will, proposed amendments and interpretation of the Treaty

The discussion of freedom of will, proposed amendments and interpretation of the Treaty are among the most important issues related to electronic commerce law, which will be discussed below.

Freedom of will

Article 3 of the 2005 Convention, entitled Freedom of Will of the Parties, which uses exactly the same wording as Article 6 of the CISG Convention, states: The parties may exclude the scope of this Convention, derogate from it or vary the effect of any of its provisions. This principle is also recognized in Article 1(5) of the Principles of International Commercial Contracts. This article states: The parties may exclude the application of these Principles or derogate from the effect of any of their provisions or vary their effect, except as otherwise provided in these Principles. The principle of the sovereignty of the will is therefore recognized and accepted in the Convention. The parties may deny the application of the Convention in general or exclude some of its provisions or vary its effect. (Rezaei, 2008: 76)

Proposed Amendments

One of the main criticisms of the treaty is the removal of articles that were intended to update the treaty to the requirements of the time and to harmonize it with the developments in the initial outcome of the treaty. Article 22 of the draft treaty, entitled Amendments, which was removed from the final version of the treaty, attempted to implement the lessons learned from the experiences of previous UNCITRAL treaties. Part A of Article 22 of the draft called for a conference of contracting states to consider amendments based on a one-third vote of the member states. For amendments to be adopted, a two-thirds majority of states was required to be present and vote in favor of the amendments. Part B stipulated that the United Nations Office of Legal Affairs or the UNCITRAL Secretariat should prepare a periodic report on the operation of the treaty in operation. After that, the conference could be invited, by a vote of one-fourth of the member states, to consider the following issues:

a) the practical implementation of the Convention and its effectiveness in facilitating electronic commerce in matters within its jurisdiction,

b) the judicial interpretation and implementation of the provisions and conditions of the Convention,

c) determining whether amendments to the Convention are desirable or not? (Rezaei, 2008: 77)

Interpretation of a treaty

According to the logic of any contract or law, in order to be implemented, it must be understood. In all these cases, a rational activity must necessarily be carried out in order to clarify the meaning of the text and its limits. In other words, every rule must be interpreted before it is implemented. Therefore, those who implement a text interpret it without knowing it and for this purpose they must follow a certain method. Thus, the interpretation of a treaty is a rational activity that is carried out in order to correctly understand the treaty and clarify its meaning and determine its scope. Interpretation has a declarative nature and its purpose is to infer the concepts contained in the text and provisions of the treaties. (Rezaei, 2008: 84)

Interpretative Guidelines for Treaties

According to Article 5, Paragraph 1 of the Treaties, the three principles that must be considered in interpreting the Treaties are: the international nature of the Treaties, the necessity of establishing coordination in its implementation, and the observance of good faith in international trade, which are examined in the following order.

International Nature of the Treaties

Reference to the international nature is to prevent the interpreter from applying the provisions and methods of domestic law in interpreting the Treaties. The domestic judge must note that the Treaties are international instruments whose interpretation should not be subject to specific provisions of domestic law. Therefore, the concepts of domestic law should not be used in interpreting the terms used in the Treaties. The international nature of the Treaties is significant both in terms of the source of law and the subject matter. In terms of the source of law, it is obvious that the Treaties are considered international treaties that are different from domestic laws. Such contracts, due to the distance between the parties, the risk of misunderstanding, and the inadequacy of communication means, have characteristics that must be considered by the parties and the interpreter. Another reason that indicates the independence of the treaty in interpretation is due to the ultimate goal of the treaty, which is to achieve a uniform law for international electronic contracts. To achieve this goal, the mere ratification of the treaty by countries is not enough. Rather, a similar interpretation of the treaty by different countries is as important as its acceptance by them. If the member countries resort to the principles and criteria of a specific national law when implementing the treaty in case of ambiguity, the achievement of the above-mentioned goal is seriously threatened. (Safri, 2006: 137)

The need to establish coordination in the implementation of the treaty

The achievement of uniformity and unity, which constitutes the goal of the treaty, makes the need to establish coordination in interpretation more evident than ever. Inconsistent or different interpretations violate this uniformity and destroy legal unity. For this reason, one of the criteria that the interpreter must consider in interpreting the treaty is coordination with other interpretations that have been made in this regard. Obviously, to achieve this, it is necessary for all interpretations made by interpreters from all over the world on the subject to be made available to others so that this coordination can arise. The provision of an information base on the interpretations made of the treaty could have achieved this goal, but it was omitted from the treaty. However, the establishment of a similar mechanism or mechanism by member states can compensate for this deficiency and achieve this goal. (Qajar, 2014: 125)

Observing good faith in treaties

According to paragraph 1 of Article 31 of the 1969 Vienna Convention: Every treaty must be interpreted in good faith. The first principle that Article 31 discusses in the interpretation of treaties is the principle of good faith. Although this principle has a moral purpose, it is not simply a moral principle but is considered a part of substantive international law. Good faith generally dominates all provisions of international law and governs all mutual relations between member states of the international community. In the realm of the implementation of treaties, good faith is a necessary part of the rule of keeping promises. In addition, Article 26 of the 1969 Vienna Convention, which includes the rule of keeping promises, explicitly speaks of good faith. Good faith can be considered the essence of honesty, moral commitment, and observance of legal regulations and loyalty to promises and agreements, which in its negative sense means refraining from trickery, deception, and concealment in legal relations. The purpose of good faith of judicial or quasi-judicial authorities in interpreting a treaty is that these authorities interpret it in a way that encourages the parties to the treaty to implement it. Therefore, the interpreter must try to both respect the sovereignty of states and take into account the principle of loyalty to the promise. In general, the principle of good faith governs the entire process of interpretation, whether the interpretation is carried out by the parties to the treaty or by a third party. In most cases, the principle of good faith is based on the rule that interpretation should not lead to an unreasonable result. (Mosizadeh, 2004: 118)

Conclusion

In this study, in the light of electronic commerce law, the nature, essence and importance of the treaty, the limits and scope of the treaty, the place of trade in the treaty, national declarations regarding the scope of the acts, the relationship of the treaty with other international treaties, freedom of will, proposed amendments and interpretation of the treaty and interpretative guidelines of the treaty, the scope of the treaty and the method of its interpretation in the light of electronic commerce law were examined. The results showed that the electronic environment is one of the most modern means of concluding contracts and fulfilling the obligations arising from it, especially in the field of commercial transactions. The results also showed that the electronic contract is not

fundamentally different in nature from traditional contracts, but nevertheless, the formal structure of the electronic environment has given new features and concepts to this type of contract. On the other hand, some of the results obtained in this study indicated the contexts and foundations of electronic contracts. Regarding the treaty, it was said that the 2005 Treaty and the 1980 Vienna Treaty are among the commercial treaties in electronic commerce law. The main function of these conventions is to remove doubts and ambiguities regarding the legal validity of electronic communications used in the context of international contracts. This convention applies to the use of electronic communications in the formation or performance of contracts between persons whose places of business are located in different countries. Accordingly, Article 1 of the 2005 Convention considers the internationality of the relationship of the parties to be based on the fact that their places of business are located in two different countries. Due to the scope of Article 1 of the Convention, concerns have been raised in the Working Group negotiations regarding the conditions relating to the scope of application of the 2005 Convention, the possibility of differences of interpretation and limitations on applicability due to reservations and declarations by the States Parties. Conventions are recognized as contracts subject to general principles and rules. The legal effects of treaties are a function of offer and acceptance. In this regard, the compatibility and conformity of the verbal and customary concepts of the legal rules of contracts based on offer and acceptance with the technical concepts of the electronic environment, the limitation of the rights and powers of the parties in protecting their interests and maintaining the balance of their interests in contracts concluded via the Internet, and the rules governing various methods and the fulfillment of obligations via the Internet environment are among the issues that have raised doubts and reflections regarding the conclusion of electronic contracts via the Internet. Clauses 2 and 3 of the 2005 Convention on the effects and results of trade have stated that if one of the parties does not determine its place of business, this Convention prevents any dispute from arising. The experience of the Convention on the International Sale of Goods has also shown that in cases where the place of conclusion of the contract is different from the place of its performance, the application of Article 10 of the Vienna Convention faces conflicting interpretations and opinions. Therefore, in order to prevent disputes and divergence of opinions, it was proposed to delete this phrase from the 2005 Convention. Another conclusion, in addition to all that has been said as research results, is about treaty interpretation. In this regard, treaty interpretation is because, according to the logic of any contract or law, it must be understood in order for it to be implemented. In all these cases, a rational activity must necessarily be carried out in order to clarify the meaning of the text and its limits. In other words, every rule must be interpreted before it is implemented. Therefore, those who implement a text interpret it without knowing it, and for this purpose they must follow a certain method. Thus, treaty interpretation is a rational activity that is carried out in order to correctly understand the treaty and clarify its meaning and determine its scope. Interpretation has a declarative nature and its purpose is to infer the concepts contained in the text and the provisions of the treaties. According to Article 5, paragraph 1 of the Convention, the international nature of the Convention, the need to establish coordination in its implementation, and the observance of good faith in international trade are three principles that must be taken into account in the interpretation of the Convention.

References

1. Akhlaqi, Behrouz (2009) Principles of International Commercial Contracts, Tehran, Shahr Danesh Publishing House. [In Persian]
2. Azar Saberi, Mehdi (2001) Introduction to Electronic Commerce, Tehran, Mizan Law Institute Publishing House. [In Persian]
3. Darabpour, Mehrab (2005) Commentary on International Sales Law, Tehran, Ganj Danesh Publishing House. [In Persian]
4. Musazadeh, Reza (2004) International Contract Law, Tehran, Mizan Publishing. [In Persian]
5. Qajar, Siamak (2014) Introduction to the Aspects of Electronic Commerce Law in Iran: Methods of Concluding Electronic Contracts via Email, Tehran: Collection of Papers of the Second Electronic Commerce Conference, Deputy of Planning and Economic Studies of the Ministry of Commerce. [In Persian]
6. Rezaei, Ali (2008) Electronic Commerce Law, Tehran, Mizan Legal Foundation Publishing House. [In Persian]
7. Safaei, Seyed Hossein (2005) International Sales Law with a Comparative Study, Tehran, Tehran University Press. [In Persian]
8. Safari, Mansour (2006) Commercial Law, Tehran, Dadgostar Publishing. [In Persian]
9. Shakuri Moghadam, Mohsen (2005) Electronic Commerce Law, Tehran, Zarz Publishing House. [In Persian]

10. Shojaei, Mohsen (2004) Electronic Commerce: Fundamentals and Nature of Commercial Law, Tehran, Partongar Publishing House. [In Persian]
11. Skini, Rabia (2004) Commercial Law, Tehran, Samt Publishing House. [In Persian]
12. Zargar, Mahmoud (2008) Strategic Models and Business Strategies on the Internet, Tehran, Behesh Publishing House. [In Persian]