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# Cross-border transactions and remedies in breach of them

**Abstract:** Cross-border transactions play a mandatory role in today's global economy, enabling the exchange of goods, services, technology, and capital across borders. These transactions provide companies with opportunities for expansion and profitability, as well as bring challenges related to differing legal systems, regulatory standards, and cultural practices. Mergers and acquisitions have become common for companies seeking growth or security, with cross-border mergers and acquisitions deals adding complexity due to varied jurisdictional requirements and risks such as regulatory conflicts and limited information on foreign partners. Legal frameworks governing cross-border transactions include international treaties like the World Trade Organization Agreement and the General Agreement on Trade in Services, domestic laws, and private agreements that define jurisdiction and dispute resolution. Breaches in cross-border contracts vary from minor to fundamental, each requiring specific remedies, such as damages, specific performance, or rescission. Remedies are selected based on the nature of the breach and jurisdictional considerations, with arbitration and mediation favoured for their flexibility. The aim of this article is to explore the critical role of cross-border transactions in the global economy, highlighting their significance in enabling international trade and investment while addressing the associated legal, regulatory, and cultural challenges. By emphasizing the structured legal and remedial approaches, the study seeks to demonstrate how companies can effectively manage risks, ensure compliance, and maintain sustainable international partnerships in an increasingly interconnected world.

**Key words:** cross-border transaction; international law; domestic law; legal framework; arbitration.

## Introduction

Cross-border transactions are essential components of today's global economy, facilitating the exchange of goods, services, technology, and capital across international borders. These transactions allow companies to expand their market reach, optimize resources, and increase profitability. For nations, they encourage trade partnerships, stimulate economic growth, and promote technological advancement. However, cross-border transactions are inherently complex, as they require navigating a patchwork of different legal systems, regulatory standards, tax structures, and cultural practices.In cross-border transactions, companies face unique challenges that do not typically arise in domestic dealings. For instance, contracts may involve multiple legal jurisdictions, with each party subject to the laws of their respective countries. This can lead to conflicts in regulations, especially concerning intellectual property rights, environmental standards, and product safety requirements. Additionally, currency exchange rates and economic volatility in one country

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can significantly impact the financial outcomes of the deal, necessitating thorough risk management and financial planning. Despite these challenges, cross-border transactions offer vast opportunities for growth and diversification. The rapid advancement of digital technology and the rise of international trade agreements have further streamlined these transactions, making it easier for businesses to establish a global presence. As cross-border transactions continue to evolve, understanding the legal frameworks, risk factors, and strategic approaches to contract management becomes essential for companies looking to capitalize on international markets.

**1. Cross-Border Transactions**

Today, companies are forced to operate in challenging conditions within the global economy. Economic downturns and crises, compounded by complex political situations, are increasing the bankruptcy risk for many businesses. Companies have to adapt their activities to changing operational conditions and revise their economic relationships with partners. In this context, many organizations turn to mergers and acquisitions (M&A) as transactions that ensure the company's security. Under current conditions, such deals serve as a survival strategy for some companies and a means of growth for others. This approach is becoming increasingly common, with numerous companies, including the most successful ones, resorting to it.M&A transactions can occur between companies within a single country (domestic transactions) or between companies in different countries (transnational or cross-border transactions). Compared to domestic transactions, cross-border M&A deals are more complex, have specific characteristics, and occupy an important place in the global economy, as they impact the world market as a whole [2].

Before examining the specifics and trends in the development of cross-border deals, it is essential to understand what mergers and acquisitions entail. According to W.F. Sharpe, mergers are "*a form of corporate acquisition in which two firms combine their operations and become a single firm*" [7, p. 983]. Typically, the decision to merge is made by the managers of the merging companies after negotiations. In such a transaction, one of the companies ceases to exist, while the acquiring company takes over the assets and liabilities of the absorbed company.An acquisition is defined as the purchase of a controlling stake in a company by an individual or legal entity [7, p. 985]. The consolidation of two or more companies is undertaken to pool financial, technological, production, and other resources. This form of consolidation is often considered hostile, as it involves a forced merger through the acquisition of one company by another, resulting in the liquidation of the acquired company or companies.M&A transactions enhance the competitiveness of the newly formed structure resulting from the merger and allow it to gain additional profit.

Discussing the key factors that directly facilitate M&A deals in the modern context, the following can be identified:

- *Liberalization of Trade and Foreign Direct Investment (FDI) Regimes*: This includes granting foreign investors a fair regime and removing various barriers in international trade, in line with global practices. Liberalization allows easier entry for foreign entities, enhancing opportunities for cross-border M&A.
- *Economic Integration at Regional and National Levels*: Economic cooperation among countries leads to the harmonization of economic mechanisms through intergovernmental agreements and coordinated regulation by intergovernmental bodies. Such integration promotes mergers and acquisitions by reducing operational disparities between regions and nations.

▪ *Trend Toward Economic Deregulation*: Deregulation reduces the extent of government intervention in the economy and relaxes government-imposed regulations. This environment encourages companies to pursue M&A by offering greater operational freedom and flexibility in markets.

▪ *Decreasing Costs of Transportation and Communication*: Lower transportation and communication expenses enable companies to expand their markets. Advancements in information technology allow companies to manage international production processes remotely, making cross-border integration more feasible and cost-effective.

▪ *High Economic Growth Rates in Developing Countries*: Rapid growth in emerging markets offers companies significant expansion opportunities, encouraging M&A as a strategy for entering these markets and capitalizing on their growth potential [4, p. 251].

These factors collectively drive the increased prevalence of M&A transactions, particularly cross-border deals, by fostering a more interconnected, competitive, and accessible global business environment.

The increase in cross-border transactions is directly linked to the advancing globalization of the world economy, the acceleration of scientific and technological progress (STP), and the emphasis on business security. Globalization also explains the continuous rise in mergers within the banking sector.When examining cross-border mergers and acquisitions (M&A), it is essential to consider their specific characteristics, which must be accounted for when drafting transaction agreements. These include:

▪ *Higher Risks*: These are associated with differences in organizational culture, legal frameworks, and interactions among the diverse institutional structures of companies from the participating countries.

▪ *Reliable Information on Partner Companies*: Access to accurate and reliable information is crucial when selecting a partner company.

▪ *Challenges in Accessing Corporate Information of Foreign Companies*: Gaining access to necessary information can be complex, especially when dealing with foreign entities.

▪ *Legal Conflicts*: Discrepancies between the national laws of individual states and international law pose additional challenges.

▪ *Dominance of Service and Manufacturing Sectors*: M&A transactions are primarily concentrated in the service and manufacturing industries globally, with the share of the extractive sector remaining relatively small [3, p. 218].

These factors highlight the complexities of cross-border M&A transactions, underscoring the need for meticulous planning and due diligence to manage the associated risks effectively and ensure successful integration across different regulatory and cultural environments.

**2. Legal Frameworks Governing Cross-Border Transactions**

In the modern world, cross-border transactions or trade has become an integral part of international economic relations. It involves the movement of goods and services across national borders to offer consumers a wider range of products and services.For the proper functioning of cross-border trade, a legal framework is essential to establish the rules and principles governing this activity. This regulation occurs at two levels – national law and international law. At the level of national law, the regulation of cross-border trade is based on legal acts adopted individually by each country. These may include laws, decrees, orders, and other acts that define the rights and

responsibilities of participants in cross-border trade. They regulate aspects such as import and export procedures, customs duties and tariffs, intellectual property protection rules, and other issues crucial for the successful execution of international trade operations.However, national regulatory acts may not be entirely effective in regulating cross-border trade, especially in the context of international contacts. This is why a system of international agreements exists, aiming to harmonize the legal regulation of cross-border trade between countries [1, p. 698].

The legal frameworks governing cross-border transactions are critical to ensuring clarity, enforceability, and fair play in international business dealings. These frameworks consist of a complex mix of international treaties, domestic laws, private agreements, and industry-specific regulations that together establish the rules for conducting and resolving disputes in international transactions. These legal frameworks include:

▪ *International Conventions and Treaties*

International conventions, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG), are designed to harmonize contract law across countries. CISG, for example, provides standardized terms and conditions for commercial contracts, helping parties from different countries manage transactions under a unified legal framework. Similarly, conventions like the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ensure that arbitration awards can be enforced in participating countries, supporting effective cross-border dispute resolution.

One of the key international agreements governing cross-border trade is the World Trade Organization (WTO) Agreement. This international treaty was concluded in 1994 and serves as a foundational document regulating all aspects of international trade. Within this agreement, rules have been developed for managing trade and non-trade barriers, regulating the procedure for resolving trade disputes among WTO member countries, establishing rules for government procurement, and much more.

The General Agreement on Trade in Services (GATS) is also an important instrument for the international regulation of cross-border trade. It governs the conditions for providing services, such as financial, tourism, consulting, and others, and requires member states to mutually open their markets for service provision while avoiding discriminatory measures against foreign service providers.

In addition to the WTO and GATS, there are also regional international agreements on cross-border transactions that regulate trade within specific geographical zones.

▪ *Domestic Laws and Jurisdictional Issues*

Cross-border transactions often involve the laws of multiple countries, each of which may impose its own set of regulations. Key areas affected by domestic laws include intellectual property rights, tax obligations, labor laws, and regulatory compliance. Jurisdictional conflicts may arise, especially when each country's laws differ significantly, leading to complexities in deciding which country's courts or legal principles should preside over disputes. Many companies use choice-of-law clauses in contracts to preemptively designate the applicable legal framework.

Participants in cross-border transactions also turn to international alternative dispute resolution mechanisms, such as the International Chamber of Commerce (ICC). The ICC has developed rules and procedures for dispute resolution, allowing business participants to resolve conflicts without going to court. This is particularly valuable for cross-border transactions, where parties may prefer a fast and effective dispute resolution process to preserve business relationships.

However, despite the existence of laws and dispute resolution mechanisms, participants in cross-border transactions still face various legal risks. For instance, unscrupulous partners may fail to fulfill their contractual obligations or unlawfully use intellectual property. In such cases, it is crucial that participants have the option to seek justice through the courts and receive a fair resolution.

▪ *Private Agreements and Arbitration Clauses*

Companies commonly use private agreements to address jurisdictional and procedural issues in cross-border transactions. Contracts often include:

- Choice-of-Law Clauses, which specify the legal system that will govern the contract.

- Arbitration Clauses, which outline alternative dispute resolution methods, such as arbitration, to avoid lengthy litigation. Arbitration is especially popular due to its neutrality, confidentiality, and broad enforceability under the New York Convention.

- Forum Selection Clauses, designating the venue where disputes will be heard, which helps avoid uncertainty about the location for potential litigation.

▪ *Sector-Specific and Regional Regulations*

Some transactions are subject to sector-specific or regional regulations. For example, financial transactions may be governed by regulations like the EU's Markets in Financial Instruments Directive (MiFID), and trade in the European Union is regulated by harmonized EU laws. Additionally, trade and investment agreements like NAFTA (replaced by the USMCA) or bilateral investment treaties provide frameworks that govern trade relations between specific regions or countries, offering protections such as fair treatment for foreign investors and clear dispute resolution procedures.

▪ *Compliance with Anti-Corruption and Sanctions Laws*

International transactions are also subject to anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act, which prevent companies from engaging in unethical business practices, especially in high-risk regions. Sanctions imposed by countries or international bodies further restrict transactions with entities in specific countries or involving certain goods.

▪ *Dispute Resolution and Enforcement Mechanisms*

The success of cross-border transactions depends significantly on dispute resolution and enforcement mechanisms. In addition to court litigation, which can be challenging due to jurisdictional issues, arbitration has become a preferred method for resolving disputes in cross-border transactions, thanks to its enforceability under the New York Convention. Alternative dispute resolution (ADR) options, like mediation, also allow for flexible and collaborative conflict resolution.

The complexity of cross-border transactions requires companies to carefully assess the legal landscape and select appropriate frameworks to minimize risks and enhance enforceability.

**3. Types of Breaches in Cross-Border Contracts**

In cross-border contracts, breaches can take various forms, each with unique implications for the rights and remedies available to the non-breaching party. Understanding the types of breaches in these contracts is essential for managing risks and enforcing contractual obligations effectively. The main types of breaches include:

▪ Minor (Partial) Breach

A minor or partial breach occurs when one party fails to fulfill some part of the contract, but

this does not significantly impact the contract's overall purpose or the performance of the non-breaching party. For instance, delivering goods with slight variations in specifications might be considered a minor breach. Typically, in such cases, the non-breaching party may seek compensation for damages but does not terminate the contract.

▪ Material Breach

A material breach involves a failure to perform a crucial part of the contract, affecting the primary purpose of the agreement. In cross-border contracts, a material breach might occur if one party fails to deliver goods altogether, fails to perform a critical service, or provides goods that do not meet significant quality standards. A material breach often entitles the non-breaching party to terminate the contract and pursue damages.

▪ Anticipatory Breach (Repudiation)

An anticipatory breach occurs when one party signals that they will not be able to fulfill their contractual obligations before the performance is due. This can be communicated explicitly or implied through actions that make it clear the party won't comply. For instance, a supplier informing a buyer of its inability to deliver goods on schedule is an anticipatory breach. In response, the non-breaching party may treat the contract as terminated and seek immediate remedies or wait until the performance date to take action.

▪ Fundamental Breach

In cross-border transactions, a fundamental breach is a severe type of material breach that deprives the non-breaching party of essentially all the benefits intended under the contract. An example could be a situation where the supplier delivers defective goods that cannot be used as intended, affecting the buyer's operations. Fundamental breaches often justify immediate termination of the contract, with the non-breaching party entitled to seek substantial damages.

▪ Breach of Warranty

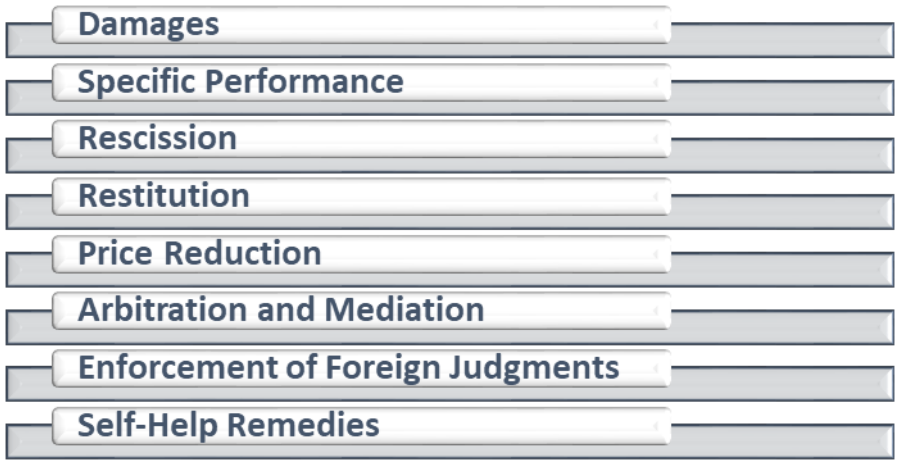
This breach type occurs when a party fails to meet a non-essential contractual obligation or warranty that does not directly impact the core purpose of the contract. For example, if a supplier breaches a warranty on product quality without impacting immediate functionality, it may entitle the non-breaching party to compensation without affecting the continuity of the contract.

Each type of breach in a cross-border contract presents distinct challenges and remedies, particularly given jurisdictional differences, currency fluctuation impacts, and potential for legal conflicts across borders. Parties involved in international contracts often outline specific breach classifications and remedies in their agreements, allowing for clearer expectations and dispute resolution options.

**4. Remedies for Breach in Cross-Border Transactions**

In cross-border transactions, breaches can disrupt operations, create financial losses, and strain international relationships. To mitigate these impacts, various remedies are available to the non-breaching party. Each remedy serves a distinct purpose depending on the breach's nature and the contract's terms, with enforceability often affected by jurisdictional differences and international treaties. [6, p. 101] The possible remedies is provided in Figure 1.

**Figure 1: Possible Remedies in Cross-Border Transactions**




Source: Author's own.

Damages are the most common remedy for breaches in cross-border contracts and are generally intended to compensate the non-breaching party for losses incurred. Types of damages include:

- Compensatory Damages: Cover direct losses stemming from the breach, such as costs incurred in purchasing alternative goods or services.

- Consequential (or Indirect) Damages: Cover losses not directly tied to the contract but arising as a consequence of the breach, such as lost profits due to delayed delivery of critical components.

- Punitive Damages: Rare in cross-border cases, punitive damages are intended to punish willful breaches, though their applicability varies by jurisdiction.

- Liquidated Damages: Pre-specified in the contract, these are agreed-upon sums that the breaching party must pay in case of a breach, common in contracts where potential losses are hard to quantify.

Specific performance requires the breaching party to fulfill its contractual obligations rather than merely compensating the non-breaching party. This remedy is particularly valuable in cases where damages are insufficient, such as unique goods or services. However, enforceability of specific performance varies by jurisdiction and is more likely to be upheld in civil law systems than in common law jurisdictions, which favor damages.

Rescission allows the non-breaching party to terminate the contract, voiding it and restoring the parties to their pre-contractual positions as much as possible. This remedy is appropriate in cases of significant breaches that affect the contract's core purpose, such as material or fundamental breaches. It is especially common in situations where the breach has undermined trust between the parties, and continuing the contract is not feasible.

Restitution aims to prevent the breaching party from unjustly benefiting from the breach by requiring them to return any benefits or payments received. For example, if an advance payment was made for undelivered goods, restitution would require the breaching party to refund the payment. This remedy is particularly useful in cross-border cases to ensure fairness and financial equity.

Common under international conventions such as the United Nations Convention on

Contracts for the International Sale of Goods (CISG), price reduction is an option where the non-breaching party can reduce the payment owed to the breaching party, reflecting the reduced value due to the breach. This remedy is especially useful when goods are delivered with minor defects but are still usable, allowing for a fair adjustment without terminating the contract.

Non-litigation remedies, such as arbitration and mediation, are particularly valuable in cross-border contexts for their flexibility and enforceability. Arbitration provides a binding resolution with enforceability under the New York Convention, allowing awards to be recognized in most countries. Mediation, on the other hand, is a non-binding remedy where a neutral third party facilitates an amicable settlement between the parties.

When court-based remedies are necessary, enforcement of foreign judgments becomes crucial. Many countries are signatories to treaties like the Hague Convention on the Recognition and Enforcement of Foreign Judgments, allowing judgments rendered in one country to be recognized and enforced in another. However, complexities arise from variations in local laws, so the feasibility of enforcing judgments should be evaluated in advance.

In certain cases, cross-border contracts may include self-help clauses, allowing one party to take direct action in response to a breach. Examples include the right to withhold payment until the breach is remedied or to repossess goods. While such remedies offer a quick resolution, they must comply with applicable laws to avoid disputes.

The choice of remedy in cross-border transactions is often influenced by the contract's governing law, the jurisdiction of the parties involved, and the practical challenges of enforcement. By carefully selecting and specifying remedies in the contract, parties can better manage risks, safeguard their interests, and reduce the likelihood of protracted disputes.

**5. Case Studies**

*Brazil*

The 2012 Brazilian Competition Law reform introduced a pre-merger control system, aligning Brazil’s Administrative Council for Economic Defense (CADE) with international best practices in merger control. Previously, CADE reviewed mergers post-transaction, but under the new law, mergers are analyzed before finalization, which allows CADE to impose conditions and collaborate with other global agencies simultaneously.The reform led to increased international cooperation, particularly with CADE’s counterparts in Europe and the United States, as seen in two key cases: Syniverse’s acquisition of Mach (Luxembourg) and the merger between Munksjö AB (Sweden) and Ahlstrom Corporation (Finland). Both cases involved high market concentration, raising competition concerns, especially given the companies’ dominant positions in niche global markets.In both cases, CADE and the European Commission (DG Competition) collaborated through Waivers of Confidentiality, allowing information sharing and coordinated analysis. Remedies were imposed, including asset divestitures to prevent monopolistic effects, demonstrating effective cooperation. For instance, in Syniverse-Mach, Mach divested assets related to GSM and NRTRDE services, while Munksjö-Ahlstrom required Ahlstrom to sell a German PRIP producer plant. Decisions were made almost simultaneously, signaling a coordinated enforcement strategy.CADE’s international engagement emphasizes competition protection in global transactions and positions Brazil as a respected regulatory body within the global market. The cases underscore the importance of global cooperation in merger control, both in terms of speed and consistency in antitrust enforcement [5, pp. 27-31].

*Ireland*

The Irish Competition Act of 2002 mandates that mergers or acquisitions must be notified if they exceed certain turnover thresholds or are classified as media mergers, which require notification regardless of turnover. The Act employs the Substantial Lessening of Competition (SLC) test, which assesses whether a merger would substantially reduce competition within the Irish market. This legislation makes no distinctions between domestic and cross-border mergers, meaning the same standards and procedures apply to both.In terms of remedies, the Authority applies these ex ante, or prior to any actual competitive harm, aiming to protect the Irish market. The intent is to remove anti-competitive elements from a merger while preserving pro-competitive features. By enforcing remedies before a merger takes effect, the Authority seeks to prevent consumer harm and promote competition. In cases of cross-border mergers, the Authority has collaborated effectively with other jurisdictions, notably the UK Competition Commission, to ensure consistent and timely reviews.The report discusses several cases illustrating cross-border mergers that posed competitive concerns within Ireland. Examples include the Musgrave/Superquinn and Top Snacks/KP Snacks mergers, which primarily impacted Irish markets. Other cases, like Stena/DFDS and Unilever/Alberto Culver, involved competitive effects across multiple jurisdictions. When competitive concerns arose across borders, as with the Stena and P&O merger, the Irish Competition Authority worked closely with the UK Competition Commission to mitigate potential competitive harms within shared markets.A primary challenge in enforcing cross-border merger remedies arises from jurisdictional limitations. The Act requires that no part of a notified merger may be implemented until it receives clearance from the Authority. This provision has led to jurisdictional objections from merging parties claiming that certain aspects fall outside Irish jurisdiction. When mergers were implemented prematurely, the Authority declared these transactions void and has now committed to issuing public announcements for transparency, discouraging future breaches.When a merger meets EU thresholds, the responsibility for review usually shifts to the European Commission. The Irish Competition Authority provides input, including on remedial measures, ensuring that competitive effects within Ireland are considered within broader EU regulatory frameworks. Coordination with the European Commission ensures that the competitive balance is maintained across EU member states, with input from both Irish and European authorities.The Authority has not yet faced situations where cross-border remedies needed revision post-implementation, although it is prepared to coordinate with relevant agencies if such circumstances arise. Moving forward, the Authority aims to maintain clear, cooperative approaches in handling cross-border mergers. It also plans to enhance transparency by publicly communicating enforcement actions, particularly in cases of premature implementation. In this way, the Irish Competition Authority seeks to protect Ireland’s competitive environment while aligning with international standards and fostering a collaborative regulatory approach [5, pp. 45-49].

**Conclusion**

In conclusion, cross-border transactions are integral to the global economy, providing companies and nations with avenues for growth, market expansion, and technological advancements. However, the unique complexities of international deals—stemming from varying legal, regulatory, and cultural frameworks—require companies to adopt strategic risk management and careful contract planning. Mergers and acquisitions (M&A), particularly cross-border M&A, have become a vital tool for both survival and expansion, as companies seek consolidation to enhance competitiveness and profitability. Yet, these transactions are inherently challenging,

involving extensive due diligence, regulatory compliance across jurisdictions, and effective communication with international partners.Legal frameworks for cross-border transactions are essential for establishing enforceable rules and providing dispute resolution mechanisms. International agreements like the WTO Agreement and GATS, alongside national laws and private agreements, offer structured pathways to manage cross-border deals. Companies often turn to alternative dispute resolution (ADR) methods such as arbitration and mediation to resolve conflicts efficiently, with enforcement bolstered by international treaties like the New York Convention. Understanding the specific legal frameworks governing cross-border transactions allows companies to navigate potential conflicts and enforce their rights effectively.

Case studies from Brazil and Ireland demonstrate the increasing international collaboration in competition law enforcement. Brazil's CADE has integrated pre-merger controls, facilitating cooperation with international agencies, as shown in its successful handling of transnational mergers with Europe. Ireland's Competition Authority, through the Competition Act of 2002, applies rigorous ex-ante measures to ensure consumer protection and competitive balance. The collaborative efforts of these agencies with international counterparts reflect a commitment to maintaining fair competition within global markets.

Ultimately, the evolution of cross-border transaction frameworks highlights the importance of global coordination and robust legal structures. As international business continues to expand, companies and regulatory authorities alike must prioritize transparency, strategic planning, and cooperation to address the complexities of cross-border transactions. This approach fosters a more integrated, resilient, and competitive global economy, benefiting businesses, consumers, and economies worldwide.

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## Трансграничные сделки и средства защиты при их нарушении

**Аннотация:** Трансграничные сделки играют обязательную роль в современной глобальной экономике, обеспечивая обмен товарами, услугами, технологиями и капиталом через границы. Эти сделки предоставляют компаниям возможности для расширения и повышения прибыльности, также создают вызовы, связанные с различиями в правовых системах, регуляторных стандартах и культурных практиках. Слияния и поглощения стали обычным явлением для компаний, стремящихся к росту или безопасности, при этом трансграничные сделки в этой области добавляют сложности из-за различных юрисдикционных требований и рисков, таких как регуляторные конфликты и ограниченная информация о зарубежных партнерах. Правовые рамки, регулирующие трансграничные сделки, включают международные договоры, такие как Соглашение Всемирной торговой организации и Генеральное соглашение по торговле услугами, внутренние законы и частные соглашения, определяющие юрисдикцию и способы разрешения споров. Нарушения трансграничных контрактов могут быть как незначительными, так и фундаментальными, для каждого типа предусмотрены соответствующие средства правовой защиты, как возмещение убытков, исполнение в натуре или расторжение. Выбор средств защиты зависит от характера нарушения и юрисдикционных аспектов, при этом арбитраж и медиация предпочтительны за их гибкость. Цель данной статьи — исследовать критическую роль трансграничных сделок в глобальной экономике, подчеркивая их значимость в содействии международной торговле и инвестициям, а также рассматривая связанные с ними правовые, регуляторные и культурные вызовы. Акцентируя внимание на структурированных правовых и компенсаторных подходах, исследование стремится показать, как компании могут эффективно управлять рисками, обеспечивать соблюдение норм и поддерживать устойчивые международные партнерства в условиях все более взаимосвязанного мира.

**Ключевые слова:** трансграничные сделки; международное право; внутреннее право; правовая рамка; арбитраж.

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