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PREVENTION MEASURES AGAINST THE LEGAL RISKS IN THE PROCESS OF MASS PRODUCTION

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In international trade, there are mainly two types of legal risks in the process of mass production, first type is the mass production goods are inconsistent with the approval sample signed by the buyer, second type is the actual delivery time is too late than the time stipulated in the contract, the seller's delay delivery may postpone the buyer's new product's launch plan and cause missing the best peak sales period, conduct huge economic losses to the buyer. For these two types of legal risks, the corresponding prevention measures are: to ensure the actual mass production goods are consistent with the approval sample signed by the buyer, and to ensure the actual delivery time complies with the contract.

The first prevention measure, ensure the actual mass production goods are consistent with the approval sample signed by the buyer, which specifically refers to following three points needs to be done by the seller, first point is the seller ensures that all departments communicate order production instructions accurately and timely; the second point is to make sure the production team strictly follows the approval sample as the standard to produce goods; the third point is the seller should establish quality control and quality assurance teams to ensure that the product quality meets or exceeds the buyer's acceptance standard.

For the first point, the seller ensures all departments communicate order production instructions accurately and timely, when seller's overseas sales department arranges the production instructions, the instructions should at least be reviewed by the sales person himself or herself and the overseas sales department manager, the contents of the review include the buyer's approval samples, Purchase Order and seller's own Proforma Invoice, all the information should be consistent. According to the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG), the seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract. First of all, the seller should make sure the raw materials and their proportions are correct, secondly, ensure the quality and specifications of the mass production goods are consistent with the approval sample. Thirdly, ensure that the appearance is consistent, especially for those products directly selling to consumers, the appearance is required to be fairly good, beautiful and

reliable in strength. For products with special colors, the seller should be more careful, should try several times of trial production before implementing the mass production. Fourthly, according to the United Nations Convention on Contracts for the International Sale of Goods, ensure that the packing method of mass production goods meet the requirements of the contract or the buyer.

The third point needs to be done to ensure the actual mass production goods are consistent with the approval sample, the seller needs to establish quality control and quality assurance teams to ensure that the product quality meets the requirement, and ensure that the mass production goods released after the quality control team's inspection are consistent with the sample approved by the buyer.

The second prevention measure in the process of mass production, is to ensure the actual delivery time complies with the international contract, which specifically refers to the following two points needs to be done by the seller and the buyer, the first point is to ensure the seller maintains the production equipment timely and regularly, ensure continuous and stable production; the second point is the buyer can require the seller to provide the real-time production status, ensure timely inspection and true inspection report should be provided.

For the first point, ensure the seller maintains the production equipment timely and regularly, ensure continuous and stable production. When the buyer inspects the seller's factory, the buyer should list the maintenance records of mechanical equipment as one of the key inspection contents, and get familiar with the seller's maintenance system. If the buyer finds the seller's equipment is not cleaned or maintained in time, the buyer should promptly put forward it, and urge the seller to take corrective measures to ensure the stable production, so as to ensure the delivery time meets the contract requirements.

To ensure the actual delivery time complies with the contract, the second point is the buyer should require the seller to provide the real-time production status, ensure timely inspection and true inspection report should be provided, make sure every step is within the plan. At the initial stage of production, the buyer can require the seller to update the production status of the order once or twice a week, and ask the seller to provide real-time photos of raw materials and workshop production. At the mid-term of production, the buyer can require the seller to do an inline inspection and provide an inspection report, which includes product specifications, functions, outer packaging, etc. The buyer also can specially request the seller to compare different angles of the approval sample with the mass production samples, and provide more comparison data. After finishing the production of goods, the buyer should ask the seller to provide a formal and complete report for the final inspection, the buyer should carefully check and verify the contents of the report, until every data is qualified, then accept the goods. Furthermore, the buyer can assign a third-party inspection agency to arrange inspection, agencies such as SGS, Puni, China Inspection, etc., the services of these agencies cover most of the industries, their inspection reports provided are objective and comprehensive, which can better help

the buyer analyze the situation of mass production goods in detail. For the sake of caution, when the buyer and the seller have just started to cooperate, the buyer should arrange the inspection from these professional inspection agencies, fully transmit the buyer's own quality requirements to the seller through the agency. After more smooth cooperation, both the buyer and the seller have a good understanding of each other, future orders' inspection can be relied on the standard inspection report provided by the seller.

To sum up, there are two prevention measures against the legal risks in the process of mass production. First prevention measure is ensuring the actual mass production goods are consistent with the approval sample signed by the buyer, which means following three points need to be done by the seller, first is to ensure all departments communicate order production instructions accurately and timely, second point is to ensure the production team strictly follows the approval sample signed by the buyer as the standard to produce good, third point is to establish quality control and quality assurance teams to ensure product quality, ensure all the mass production goods meet or exceed the buyer's requirement. Second prevention measure is ensuring the actual delivery time complies with the contract, which means, first, ensure the seller maintains the production equipment timely and regularly, and get continuous and stable production; secondly is the buyer can require seller to provide the real-time production status, makes sure that every step is in the plan, and ensure timely inspection and true inspection report is provided, the buyer should carefully check and verify the contents of the report, until every data is qualified, then accept the goods. Only by clearly understanding the existence of legal risks in the process of mass production, and taking prevention measures in a targeted manner, can the seller and the buyer better protect their legal rights respectively, better promote healthy growth and development of their own companies.

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СОВЕРШЕНСТВОВАНИЕ ИНСТИТУЦИОНАЛЬНОГО КОНТРОЛЯ ЗА ОБОРОТОМ КРИПТОВАЛЮТ И ТОКЕНОВ В ЕАЭС

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В 2021 г. условия цифровизации оказывают свое весомое влияние и на развитие экономик государств Евразийского региона. В рамках ЕАЭС предпринимаются шаги по выстраиванию политики в сфере развития цифровой экономики. Об этом свидетельствует принятие таких важных нормативных документов, как Решение Высшего Евразийского экономического совета от 11 октября 2017 г. № 12 «Об Основных направлениях реализации цифровой повестки Евразийского экономического союза до 2025 года» (далее – Решение),