

SUMMARY

Key Words: purchase and sale agreement, delivery agreement, types of purchase and sale agreements, content of the agreement

Subject matter: Contract of sale in the system of civil contracts

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The supervising organization: -

The relevance of the research topic: Purchase and sale today is one of the most widespread and most important institutions in the civil system of law. In addition, more than a thousand years of world experience in the application of this procedure once again clearly confirms this.

Over the past 10 years, in Russia, due to the growth of commodity turnover, the contract of sale has become more important and a new dimension, especially in an era when, in the conditions of the emerging market economy, it has become the main tool for regulating economic relations. Therefore, the study of the institution of purchase and sale within the framework of the system of civil contracts, taking into account the current changes in the socio-economic conditions of society in Russia, will help to take a fresh look at this problem, as well as add some novelty.

The purpose of the work:

The purpose of the study is to study the features of the contract of sale and its types on the basis of a comprehensive analysis of normative and literary sources, judicial practice.

Objective:

- to study the origin and evolution of the institution of the contract of sale;
- to identify the essence of the contract of sale: the concept, subject and content;
- determine the types of purchase and sale agreement;
- analyze the content of the purchase and sale agreement;
- study the delivery contract as a type of purchase and sale agreement.

The theoretical and practical significance of the research:

The theoretical significance of the work consists in a comprehensive and systematic coverage of the issues of the object of research.

The practical significance lies in the fact that the conclusions formulated by the results of the study can be used to improve the practice of applying the norms of the current Russian civil legislation.

Results of the study:

A retail purchase and sale agreement is a consensual, paid, bilateral agreement. Its distinctive feature is that only an entrepreneur who sells goods at retail on the basis of his professional activity in trade acts as a seller. This fact has a large share of the responsibility of the seller, as a professional in this contract. The buyer, on the contrary, is any citizen who buys goods only for private, family and household needs.

According to the general rule, a civil contract is considered concluded if an agreement has been reached between the seller and the buyer on all its main issues. The retail purchase and sale agreement is considered concluded from the time of payment for the goods. However, paying for the goods and finding an agreement between the seller and the buyer is not the same thing. Sometimes the payment is made after the agreement between the seller and the buyer, sometimes it is made before the agreement.

This legislative resolution is irrational, but it also has its own positive features. After all, the time of payment for the goods is always formally determined, but this fact eliminates the appearance of possible disputes, after all, the contract is concluded or not.

In trade, today there are five types of retail sales contracts: the sale of goods subject to its acceptance by the buyer at the appointed time, the sale of goods according to the sample, the sale with the use of automatic machines, the sale of goods subject to its delivery to the buyer and the remote version of the sale of goods.

The variety of varieties makes the sale the most suitable for the buyer and increases the turnover. The effective functioning of the retail sales system requires clearly defined rights and obligations of all parties to the contract. At the same time, the rights of buyers are quite broad and protected by a special law, while the rights of the seller are mainly contained in the refusal to fulfill the contract in strictly assigned episodes.

After analyzing certain types of purchase and sale agreements, we came to the conclusion that they serve to achieve clear and clear goals of the most optimal and effective legal regulation of similar civil legal relations. Consequently, in relation to these types of contracts, the general provisions of the Civil Code of the Russian Federation governing the contract of sale are applied vicariously (clause 5 of Article 454 of the Civil Code of the Russian Federation). While distinguishing these contracts as separate ones, the Russian legislation has limited itself only to specifying their qualifying features and establishing certain special rules that are subject to priority application in relation to them, taking into account the specifics of the regulated legal relations. Therefore, the domestic legislator did not provide us with a universal criterion for a specific differentiation of the types of contracts presented.

We found out that both the buyer and the seller have clearly established rights and obligations under modern Russian legislation in the process of concluding sales contracts. Having considered the positions of the Russian legislator on the provisions governing liability resulting from the improper performance of their rights and obligations on the part of both the seller and the buyer, it can be seen that the legislation in such cases is on the side of the buyer. This is expressed in the presence of a greater number of rights and fewer obligations for the buyer, in comparison with the position of the seller at the time of the acceptance of these subjects of participation in the purchase and sale relationship.

Recommendations:

1. It is necessary to limit the subject matter of the contract of retail sale, indicating that the buyer under the contract of retail sale can only be a natural person—a citizen, setting out paragraph 1 of Article 492 of the Civil Code of the Russian Federation in the following wording: "Under the contract of retail purchase and sale, the seller engaged in business activities for the sale of goods at retail, undertakes to transfer to the buyer—a citizen of the goods intended for personal, family, home use, not related to business activities."

2. State Article 506 of the Civil Code of the Russian Federation "Delivery Contract" as follows: "A delivery contract is a type of purchase and sale contract in which a seller (supplier) engaged in entrepreneurial or other income-generating activities undertakes to transfer, within a specified period or time, the goods produced or purchased by him (things and other property, with the exception of immovable property) that have a certain value and are intended for sale to the buyer for use not related to personal, family, domestic and other similar consumption."

The novelty of this definition is that it contains a new type of activity that generates income; thus, the goal - systematic profit-making, loses its exclusivity, the supply contract may be for the purpose of generating income that is not systematic.