

## ASPECTS REGARDING THE COMPETITIVE OFFER CLAUSE IN INTERNATIONAL COMMERCIAL CONTRACTS

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**ABSTRACT:** *The competitive offer clause allows one contracting party (usually the buyer) to get from the other contracting party (usually the seller) conditions that are more favourable than those from the current contract, namely those offered by a third party.*

*The promissory party has the possibility to accept the adaptation of the contract or to refuse it. If the seller accepts to align to the competition tariff, the contract continues under the new conditions. The acceptance of the promissory party can intervene also within new negotiations between parties, a situation when the contract adaptation will be made not necessarily under the terms of the competitive offer, but anyway under more advantageous conditions for the beneficiary.*

*Otherwise, the parties most frequently stipulate for the suspension of the contract at a given time, allowing the establishment of a contractual relationship between the clause beneficiary and the more competitive party. If the promissory party refuses expressly or by silence the adaptation of the contract, the parties stipulate for the termination of the contract as a solution, each contracting party regaining his freedom to conclude new contracts (including with the third party that makes the most favourable offer), without being encumbered by the obligations in the original contract.*

**KEY WORDS:** *adaptation of the contract clause, precautionary clause against risks that are not generated by foreign exchange fluctuations, more favourable offer, contractual balance.*

**CODUL JEL:** K12, K22, K33