colloquium-journal

ISSN 2520-6990

Międzynarodowe czasopismo naukowe

Economic sciences

№14(101) 2021
Część 5

colloquium-journal

ISSN 2520-6990

ISSN 2520-2480

Colloquium-journal №14 (101), 2021

Część 5

(Warszawa, Polska)

«Colloquium-journal»
Wydawca «Interdruk» Poland, Warszawa
Annopol 4, 03-236
E-mail: info@colloquium-journal.org
http://www.colloquium-journal.org/

CONTENTS
ECONOMIC SCIENCES

complex system of agricultural smart enterprises supported by ICT. Effective business software is becoming an integral feature of agricultural enterprises.

Reference

1. UDC 631.153:621.311Armbrust, M., Fox, A., Griffith, R., Joseph, AD., Katz, R., Konwinski, A., Lee, G., Patterson, D., Rabkin, A., Stoica, I. and Zaharia, M. (2010) "A view of cloud computing", Communications of the ACM, Vol. 53, No. 4, pp. 50–58. DOI 10.1145/1721654.1721672.
2. Basl J. and Blažíček R. (2008) "Podnikové informační systémy" (in Czech), Grada Publishing, Prague. ISBN 978–80–247–4307–3.
3. Forestier, E., Grace, J. and Kenny, C. (2002) "Can Information and Communication Technologies Be Pro–Poor?", Telecommunications Policy, Vol. 26, No. 11, pp. 623–646. ISSN 0308–5961. DOI 10.1016/S0308–5961(02)00061–7.
4. Goyal, A. (2010) "Information, Direct Access to Farmers, and Rural Market Performance in Central India", American Economic Journal–Applied Economics, Vol. 2, No. 3, pp. 22–45. ISSN 1945–7782. DOI 10.1257/app.2.3.22
5. Hamranová, A. (2013) "Aspekty implementácie Business Intelligence v slovenských podnikoch" (in Slovak), Ekonóm, ISBN 978–80–225–3603–5.
6. Havlíček, Z., Lohr, V., and Benda, P. (2009) "ICT and agritourism in Czech Republic", APSTRACT: Applied Studies in Agribusiness and Commerce, 3, [Online]. Available: http://agecon-search.umn. edu/bitstream/53541/2/10_ICT_Apstract.pdf.
7. Jensen, R. (2007) "The Digital Provide: Information (Technology), Market Performance, and Welfare in the South Indian Fisheries Sector", Quarterly Journal of Economics, Vol. 122, No. 3, pp. 879–924. E–ISSN 1531–4650, ISSN 0033–5533. DOI 10.1162/qjec.122.3.879.
8. Kokles, M. and Romanová, A. (2007) "Informačný systém podniku" (in Slovak), Ekonóm, Bratislava. ISBN 978–80–225–2286–1.
9. Kuncova, M., Hedija, V. and Fiala, R. (2016) "A Comparison of Specialised Agricultural Companies Performance", International Scientific Conference on Quantitative Methods in Economics – Multiple Criteria Decision Making XVIII. ISBN 978–80–972328–0–1.
10. Lio, M. and Liu M.–Ch. (2006) "ICT and Agricultural Productivity: Evidence from Crosscountry Data", Agricultural Economics, Vol. 34, No. 3, pp. 221–28. E–ISSN 1574–0862. DOI 10.1111/j.1574–0864.2006.00120.x.
11. Maumbe, B. M. and Okello, J. (2010) "Uses of Information and Communication Technology (ICT) in Agriculture and Rural Development in Sub–Saharan Africa: Experiences from South Africa and Kenya", International Journal of ICT Research and Development in Africa (IJICTRDA), Vol. 1, No. 1, pp. 1–22.
12. Novotný, O., Pour, J. and Slanský, D. (2005) "Business Intelligence" (in Czech), Grada Publishing, Prague. ISBN 80–247–1094–3.
13. Röller, L.–H. and Waverman, L. (2001) "Telecommunications Infrastructure and Economic Development: A Simultaneous Approach", The American Economic Review, Vol. 91, No. 4, pp. 909–923. ISSN 0002–8282. DOI 10.1257/aer.91.4.909.
14. Scheps, S. (2008) "Business Intelligence for dummies", John Wiley and Sons Ltd, Chichester. ISBN 978–1–118–05141–2.
15. Sirota, M., Juanchich, M., Kostopoulou, O. and Hanak, R. (2013) "Decisive Evidence on a SmallerThan–YouThink Phenomenon: Revisiting the "1–in–X" Effect on Subjective Medical Probabilities", Medical Decision Making, Vol. 34, No. 4, pp. 419–429, E–ISSN 1552–681X, ISSN 0272–989X. DOI 10.1177/0272989X13514776.

Stuchly, P. and Krutakova, P. (2015) "Analysis of a process in relation to the enterprise information system", ICABR 2015. 1st ed. Mendel University, Brno. [Online]. Available at: http://www.icabr. com/fullpapers/icabr2015.pdf.

UDC: 657:339.5

Koval Lyubov Vitaliyivna
Associate Professor of Accounting
Vinnytsia National Agrarian University
Vinnytsia, Ukraine
ORCID: 0000-0001-6986-5350
DOI: 10.24412/2520-6990-2021-14101-39-45

ORGANIZATION OF CONTRACTUAL WORK IN THE CONDITIONS OF FEA OF THE ENTERPRISE

Abstract.

The article reveals the economic essence and significance of the foreign trade agreement as a guarantee of economic security of the business entity. The basic conditions of deliveries of 2010 and 2020 are considered, their comparison is carried out. The admissibility and legality of the use of the rules of 2010 are established, with the mandatory fixation of such a choice in the relevant order of the enterprise. On the basis of the processed array of information the general information according to Incoterms rules is formed.

The risks that arise when concluding foreign economic contracts are considered and ways to minimize them are proposed.

Keywords: *organization, contract work, risks, foreign economic activity, economic security, terms of deliveries, Incoterms rules.*

Conducting foreign economic activity requires business entities at all stages of its implementation of the relevant knowledge and skills, because its implementation has its own characteristics. The specificity of such activities is already evident at the stage of formation of a foreign trade agreement.

Properly drawn up and legally executed contract is a guarantee of economic security of the business entity in carrying out foreign economic activity.

The official definition of the term of a foreign economic agreement (contract) is given in the Law of Ukraine "On Foreign Economic Activity" according to which "foreign economic agreement (contract) is an agreement of two or more foreign economic entities and their foreign counterparties aimed at establishing, changing or terminating their mutual rights and responsibilities in foreign economic activity "[4].

However, it should be noted that the term "contract" is used alongside the term "contract". The term "contract" has a broader meaning.

A contract is usually understood as a contract in writing. The oral form is not applied to the contract.

In general, the features of international commercial agreements (contracts), which allow to distinguish them into a separate group of civil and commercial agreements, are the following [6]:

1) legislation that determines the terms of international agreements in Ukraine. It should be noted that a foreign trade agreement (contract) is a kind of economic agreement, which, in turn, is a kind of civil law agreement. Therefore, it should be noted that the legal regulation of relations arising from foreign economic agreements (contracts), in addition to the Law of Ukraine "On Foreign Economic Activity" [4], also uses and applies the rules of the Central Committee [7] and the Civil Code of Ukraine [1], the Law of Ukraine " On Private International Law "[5] and other normative legal acts of national legislation, as well as international treaties, agreements, conventions, etc., the binding nature of which was approved by the Verkhovna Rada of Ukraine (Article 9 of the Constitution of Ukraine) [3];

2) the scope of foreign economic agreements (contracts) - foreign economic activity, which is the activity of economic entities of Ukraine and foreign economic entities, based on the relationship between them, which takes place both in Ukraine and abroad (h 1 of the Law of Ukraine "On Foreign Economic Activity") [4];

3) special subject composition - two or more subjects of foreign economic activity and their foreign counterparties [6];

4) special requirements regarding the form of the agreement: as a general rule, the written form, unless otherwise provided by law or a valid international agreement, the binding nature of which has been approved by the Verkhovna Rada of Ukraine;

5) features of the content of the contract. The content of the contract consists of conditions (clauses) determined at the discretion of the parties and agreed by them, and conditions that are mandatory in accordance with the acts of civil law. At the same time, the contract is concluded if the parties have duly agreed on all the essential terms of the contract [7].

The essential terms of the contract are binding for the contract to be concluded.

In general, a foreign trade agreement must contain: name, agreement number, date and place of its conclusion; full name of the parties, powers of the representatives of the parties; subject of the contract - name, nomenclature, range, requirements for quantity and quality of goods; the amount of work performed or services provided; contract term; price and total amount of the contract; terms of payments (order of settlements); the order of acceptance-delivery of goods (works, services); the procedure for filing complaints, the responsibility of the parties; force majeure circumstances; arbitration clause (competent arbitration body, applicable substantive law, etc.); legal addresses of the parties, their payment and postal details [6];

6) special requirements for the applicable law. Thus, in determining the content of the contract, the rights and obligations of the parties to the contract are determined by the law of the country chosen by the parties at its conclusion or as a result of further agreement; if the parties have not agreed on this issue, their rights and obligations are determined by the jurisdiction;

7) peculiarities of the procedure for consideration of contractual disputes - determination by agreement of the parties with the relevant fixation in the contract or separate agreement of the jurisdiction (state courts of Ukraine or another state or a specific international arbitration court / arbitration established in Ukraine or another country as institutional (permanent)) and ad hoc arbitration) [6].

Particular attention in the formation of a foreign trade contract should be paid to the basic conditions of supply. Because the size and composition of the costs of the entity, its final financial result will depend on the selected group.

Delivery basis – are special conditions that determine the obligations of the parties to a foreign trade agreement for delivery of goods from seller to buyer and establish the moment of transfer of risks of accidental death or damage from goods from supplier to buyer, as well as the exporter or importer . They establish the basis of the contract price. In addition, the basic terms of supply affect the cost structure, including the customs value of goods, together with the forms of payment specified in the foreign trade contract, affect the organization of accounting settlements with foreign suppliers [8].

Incoterms rules have been developed and approved to summarize information on the basic terms of supply.

Today, businesses have a choice: to apply the rules of Incoterms 2010 or 2020. That is, the parties to the agreement may use Incoterms, not necessarily the current version. This right is granted to Ukrainian business entities by the Law of Ukraine "On Amendments to Certain Legislative Acts of Ukraine Concerning the Determination of Conditions of Supplies" dated 05.07.2012 № 5060-VI.

The advantage of Incoterms 2010 is that the parties to the agreement do not need to separately prescribe in the contract a complete list of their rights and obligations under the contract. Unified interpretation of terms allows to reach such mutual understanding at which the parties of the foreign trade contract will not have disa-

greements concerning its conditions. The norms of Incoterms 2010 are of a recommendatory nature and are applied by agreement of the parties. If the contract specifies the specific Incoterms 2010 in determining the basic terms of delivery, they become legally binding and compliance with the terms included in the contract becomes binding on the parties. At the same time, if the contract refers to the basis of delivery "Incoterms 2010", and some clauses of the contract do not meet the terms of delivery "Incoterms 2010", the provisions of the contract apply, not "Incoterms 2010". In this case, it is considered that the parties to the agreement stipulated such exclusions from Incoterms 2010 in the interpretation of certain terms of delivery [8].

Incoterms 2010 identifies four groups of types of contracts. This classification is based on the following principles:

1. Definition of obligations of the parties in relation to transportation of the delivered goods;

2. Increasing the responsibilities of the seller [8].

According to Incoterms 2010, the basic terms of delivery are grouped into 4 groups: E, F, C, D (Table 1).

Table 1

Basic terms of delivery "Incoterms-2010"

Group E *Shipment*	Any type of transport	EXW	Ex-works (place name)
Group F *Basic transportation, unpaid by the seller*	Any type of transport	FCA	Free carrier (name of place).
	Maritime and inland water transport.	FAS	Free on board (name of port of shipment).
	Maritime and inland water transport.	FOB	Free on board (name of port of shipment)
Group C *Basic transportation paid by the seller*	Maritime and inland water transport.	CFR	Cost and freight (name of port of destination).
	Maritime and inland water transport.	CIF	Cost, insurance and freight (name of destination port).
	Any type of transport	CPT	Freight / transportation paid to (name of destination).
	Any type of transport	CIP	Freight / transportation and insurance paid to (destination name)
Group D *Delivery*	Any type of transport	DAT	Delivery at the terminal (name of the terminal).
	Any type of transport	DAP	Delivery at the point (name of the point).
	Any type of transport	DDP	Delivery with payment of duty (name of destination)

Source: [9]

Under Group E, the seller's obligations to deliver the goods are deemed to have been fulfilled after the goods have been presented to the buyer at his enterprise. In this case, the seller is not obliged to load the goods on the vehicle and pay the cost of delivery of the goods.

Under Group F, the seller's obligations are deemed to have been fulfilled after he has delivered the goods to the carrier in accordance with the contract. Thus chooses the carrier and the buyer, instead of the seller concludes the contract with it. The seller receives instructions from the buyer as to whom, when and how to transfer the delivered goods.

Under Group C, the seller is obliged to pay the transport costs associated with the delivery of the goods to the destination, but the risk associated with the delivery of the goods passes from the seller to the buyer at the time of transfer of the goods to the carrier.

Under Group D, the seller's responsibilities include the delivery of the goods to the buyer's country. At the same time, the risk associated with the delivery of goods passes from seller to buyer [8].

The scope of Incoterms 2010 extends to the rights and obligations of the parties under the contract of sale in terms of delivery of goods. Basically, the basis defines responsibilities; cost and risks arising from the delivery of goods from seller to buyer; indicate how the responsibilities of the parties for transportation and insurance are distributed; ensuring appropriate packaging of goods; performance of loading and unloading works; establishing the moment of transition of the risk of accidental death or damage to the goods; to obtain export and import licenses; fulfillment of customs formalities for export and import of goods; the procedure for notifying the buyer of the delivery of goods and providing him with the necessary transport documents. Note that the principle of construction of "Incoterms" is that with each subsequent condition of delivery increases the responsibilities of the seller and reduces the responsibilities of the buyer to deliver the goods to the final destination [8].

The DDP basis is the most effective for the buyer. The seller fulfills the maximum obligations under the terms of delivery of DDP bears the costs and risks of delivery, customs clearance and payment of taxes and duties (for exports, imports and transit, through third countries). Under this basis, the buyer is obliged to provide the seller at his request at his expense and at his own risk full assistance in obtaining any import license or other official permit required for the import of goods [8].

Under the basic terms of CIP delivery, the supplier has more responsibilities. It is he who is obliged to provide the goods to the carrier designated by him, to insure the goods, as well as to carry out customs clearance of goods for export. The buyer can enter into an insurance contract with a large coverage. The buyer bears all the costs of customs formalities payable on import of goods. The costs of customs clearance and payment of customs duties, taxes and fees in transit through third countries may be borne by both the buyer and the seller,

depending on the terms of the contract.

When using "delivery of goods by sea or river" for the seller the most acceptable sale of goods on FOB and CIF. In both cases, the seller removes the risk of accidental death or damage to the goods from the moment of loading the goods on the ship and receiving the bill of lading at the port of departure. The seller receives payment immediately after delivery of the goods and presentation of the relevant documents to the bank, ie long before the buyer receives the goods sent to him. Thus, on the basis of the basic conditions specified in the foreign trade contract "Incoterms 2010" calculate the contractual (export) price of goods, determine the obligations of the seller and buyer to submit and pay for commercial documents, distribute between the parties the risk of loss or damage [8].

Incoterms 2010 has no provisions on the moment of transfer of ownership of the goods. This provision must be specifically provided for in the foreign trade contract. Otherwise, this issue will be resolved on the basis of applicable law.

It is better to specify in the contract that the transfer of ownership of the exported goods occurs at the time of transfer of the goods to the carrier, ie at the time of delivery under this basic condition. Proper use of the updated Rules of the International Chamber of Commerce "Incoterms 2010" greatly simplifies the process of concluding a contract and avoids or at least significantly reduces the uncertainty of different interpretations of trade terms in different countries [8].

The new rules of Incoterms 2020 have undergone the following changes:

1. Abolition of the term EXW (self-pickup). This supply was canceled because its terms are used by companies in many countries only for domestic trade and are practically not applicable to international trade. In addition, the basic condition of delivery of EXW in the edition of Incoterms 2010 contradicts the provisions of the new Customs Code of the European Union, as the exporter's liability arises after the export customs clearance of goods for export.

2. Abolition of the term FAS (free along the ship's side). This condition of delivery is used if the goods are delivered to the seller in the port of departure of the exporting country therefore it is applied very seldom. Thus, if the term FAS is used and there is a delay in the arrival of the vessel, the goods will be in the dock for several days available only to the buyer, and, conversely, if the vessel arrives in advance, the goods will not be available to the buyer for shipment. In fact, the terms of delivery of FAS are used only for the export of mainly bulk goods (minerals and cereals).

3. Division of the term FCA (free carrier) into two bases of delivery. This delivery is most often used in international trade, as it involves the use of any mode of transport and the use of any place of delivery of goods located in the country of the seller. The new rules will divide the FCA into two types: for land delivery and for sea container deliveries.

4. Change of FOB and CIF delivery terms for container transportation. Today, the terms of delivery FOB (Free On Board - Free on Board) and CIF (Cost, Insurance and Freight - Cost, insurance and freight) are relevant for goods transported by water by placing the goods on board the vessel in bulk or in packaging. When placing the goods in the container, the seller transfers the goods to the carrier at the terminal, and does not place it on board the vessel. Therefore, in the new rules, the terms of delivery of FOB and CIF will be applied to the transportation of containers, which is very important for participants in foreign economic activity who trade in container packaging. In addition, the insurance obligations between the seller and the buyer under the terms of CIF and CIP deliveries also change.

5. A new term is introduced - CNI (Cost and Insurance). This term means that the seller has made the delivery when the insured goods are placed in the specified port of shipment. The basis of delivery of CNI will be included in group "C", ie the risk of transportation and damage to the goods will be transferred from the seller to the buyer at the port of departure. CNI will allow the seller-exporter to be responsible for international cargo insurance. The CNI delivery terms are designed to fill the gap between FCA and CFR / CIF terms. Unlike the FCA term, the terms of delivery of CNI will include the cost of international insurance at the expense of the seller-exporter, and unlike CFR / CIF - will not include freight.

6. Two new terms are introduced: DTP and DPP. They are based on the terms of delivery of DDP, which is consequently canceled. Terms of delivery DTP (Delivered at Terminal Paid) means that the seller is responsible for any transport costs with payment of customs duties and delivery of goods to the terminal (port, airport or logistics center) in the destination country of the buyer. Terms of delivery (Delivered at Place Paid) means that the seller is responsible for any transport costs with payment of customs duties and delivery of goods to any place other than the transport terminal [9].

Thus, in view of the above, the new version of Incoterms 2020 has not undergone major changes compared to the previous version of the rules of Incoterms 2010 [9].

General information on the rules of Incoterms are given in table 2.

Table 2

Incoterms * 2020 (ICC Incoterms® 2020)

Areas of responsibility of the seller (1) and the buyer (2)	Universal conditions (any transportations and types of transport)							"Marine" conditions (sea / inland waterway transport)			
	EXW	FCA	CPT	CIP	DAP	DPU	DDP	FAS	FOB	CFR	CIF
Packaging	1	1	1	1	1	1	1	1	1	1	1
Payment for loading work	2	1	1	1	1	1	1	1	1	1	1
Domestic transportation	2	1	1	1	1	1	1	1	1	1	1
Export duty, customs duty, taxes	2	1	1	1	1	1	1	1	1	1	1
The cost of passing the terminal at the place of departure	2	2	1	1	1	1	1	1	1	1	1
Loading on the ship	2	2	1	1	1	1	1	2	1	1	1
Freight	2	2	1	1	1	1	1	2	2	1	1
Insurance	2	2	2	1	2	2	2	2	2	2	1
The cost of passing the terminal at the destination	2	2	1	1	1	1	1	2	2	2	2
Import duties, customs duties, taxes	2	2	2	2	2	2	1	2	2	2	2
Delivery to the destination	2	2	2	2	2	2	1	2	2	2	2

*Incoterms – trademark of the International Chamber of Commerce (ICC).

Source: formed based on the results of the study

There are a number of risks when concluding foreign trade contracts. Each of the parties to the FEA seeks to obtain maximum profit at minimum cost.

Contractual relations are complicated by a foreign element, which means risks:

1. difficulties in checking the counterparty and predicting his behavior;
2. different perceptions of agreements;
3. difficulties in bringing to justice (including the search for assets that can be recovered) [2].

The main risks in concluding foreign trade agreements and ways to avoid them are shown in Table 3-7.

Table 3

Risk 1. Insufficient counterparty verification

Ways to minimize	Additional actions
Risk 1. Insufficient counterparty verification	
With regard to a foreign counterparty, it is necessary to check both at the negotiation stage and during the cooperation: 1. statutory documents (preferably notarized copies with a certified translation; it is worth paying attention to the powers of the director and the signatory, the amount of liability of shareholders (participants) of the counterparty, etc.); 2. confirmation of the authority of the persons who will sign the FEA contract and perform other legally significant actions (preferably notarized copies with a certified translation); 3. the fact of registration, documents on registration with the tax authorities, confirmation of registration as a taxpayer; 4. availability and validity of permits, licenses, etc. (if necessary); 5. sphere of activity; 6. financial condition and dynamics, availability, location and value of assets.	1. Use search engines that are popular in counterparty countries (for example, information about counterparties from China is best searched through Baidu, which as of 2020 covers about 72% of the local market, while Google holds about 2%); 2. Additional information can be found through: (I.) disputes in which the counterparty is a party (see local registers); (II.) Profiles of counterparty officials in social networks (for example, LinkedIn); (III.) Reviews of the counterparty (including reviews of its employees on Glassdoor).

Source: formed based on the results of the study

These actions will minimize the risks (I.) of violation of the terms of the foreign trade contract, its termination, invalidation, etc .; (II.) Difficulties in bringing the counterparty to justice; (III.) Negative reputational consequences for your business due to the unreliability of the counterparty.

Table 4

Risk 2. Insufficient control over communication with the counterparty

Ways to minimize	
All communication with the counterparty should be regulated and controlled:	
1.	check the authority of persons who communicate on behalf of the counterparty;
2.	to record in the FEA contract the e-mail addresses and telephone numbers of the persons authorized to communicate on behalf of the parties; communicate only through such agreed contact details;
3.	indicate in the foreign trade contract that correspondence by mail, courier delivery, etc. must provide confirmation of delivery; prescribe when the notice is considered delivered for each method of delivery;
4.	always check (I.) by whom and from what address the documents related to payment are sent and (II.) whether the received bank details differ from the agreed ones.

Source: formed based on the results of the study

Table 5

Risk 3. Insufficient fixation of everything that is important for the relations related to the FEA contract

Ways to minimize	
When working with a foreign counterparty it is important:	
1.	to decide whether the negotiations that preceded its conclusion significantly complement the FEA contract - if so, you should: (i) record important understandings and expectations in the correspondence and the FEA contract and (ii) avoid the provision according to which the FEA contract contains all agreements of the parties;
2.	to make sure that the parties equally understand the essential terms and conditions, to record such an understanding;
3.	avoid any verbal agreements; if it is not possible, subsequently record with the counterparty the results of such agreements in writing;
4.	to ensure the fixation and orderly storage of all documents and correspondence for each foreign trade contract.

Source: formed based on the results of the study

Quite often, the source of problems with the foreign trade contract is a standard agreement of one of the parties, because standard agreements are usually:

1. are prepared by one or more employees of the company and are not reviewed for a long time or in the future, which leads to their inconsistency with changes in legal regulation;

2. are prepared without proper diversification by groups of contractors (a standard contract for contractors from one country may not be radically suitable for contractors from another);

3. are prepared without proper analysis of their actions in the case of worst-case scenarios.

That is why you should keep in mind the risk of confidence in a standard contract of one of the parties and use ways to minimize it.

Table 6

Risk 4. Confidence in a standard contract of one of the parties

Ways to minimize	
1.	diversify their standard contracts;
2.	update them regularly in the light of legislative changes;
3.	conduct their "stress tests" with colleagues who were not involved in their training, or external consultants.

Source: formed based on the results of the study

When preparing a foreign trade contract, it is important to make sure that it clearly, thoughtfully and in sufficient detail spelled out:

1. subject and term of the foreign trade contract;

2. price and payment mechanism;

3. conditions, place and term of delivery, performance;

4. the scope of responsibility of the parties;

5. mechanism of action in case the party violates its obligations;

6. force majeure (not regulated in all countries);

7. applicable law and dispute resolution procedure [2].

If this is not done, the risk of ill-considered terms of the foreign trade contract increases.

Table 7

Risk 5. Recklessness of the terms of the foreign trade contract

Ways to minimize	
It is important to check carefully:	
1.	names of the parties, their codes, addresses, bank details, contact details;
2.	clear indication of terms: (I) which day is the first day of the term - the term is calculated from the day following a certain action / event, or from the day when such action / event took place; (II) it is a question of working or calendar days; (III) at what time the day is considered over; (IV) how the difference in time zones, weekends and local holidays, etc .; (V) the absence of differences in the language versions of the FEA contract and the compliance of the prevailing language version with the agreements of the parties.

Source: formed based on the results of the study

Thus, the formation of a foreign trade contract for the relevant operations is a very painstaking and time-consuming process that requires professional competence and attention. It is its provisions that protect the entity from additional costs and losses due to unforeseen circumstances and dishonesty of the partner. Due to the constant changes and additions to the current legislation, the covered topic does not lose its relevance and requires constant research.

List of references

1. Economic Code of Ukraine, adopted on January 16, 2003 № 436-IV. URL: http://www.rada.gov.ua/

2. Ivasechko V. Key risks of foreign trade contracts & ways to prevent them. URL: https://uba.ua/eng/news/7828/

3. The Constitution of Ukraine, adopted on June 28, 1996. URL: http://www.rada.gov.ua/

4. On foreign economic activity: Law of Ukraine of April 16, 1991. URL: http://zakon1.rada.gov.ua/cgi-bin/laws/main.cgi

5. On private international law: Law of Ukraine of June 23, 2005 №2709-IV. URL: http://www.rada.gov.ua/.

6. Saksonov VB Legal features of foreign economic agreements (contracts) of Ukraine. Scientific Bulletin of Dnipropetrovsk State University of Internal Affairs. 2012. №2. Pp. 252-260.

7. Civil Code of Ukraine, adopted on January 16, 2003. № 435-IV. URL: http://www.rada.gov.ua/

8. URL: https://studmat.club/gumanitarnye-nauki/ekonomika/bazisni-umovi-postavki-inkoterms-2010/

9. URL: http://www.visnuk.com.ua/ru/news/100015209-inkoterms-2020-osoblivosti-mozhlivogo-zastosuvannya-1

10. URL:https://mbusinesspartner.com.ua/incoterms

UDC 005.334.631.11

Красняк О.П.
к.е.н., доцент, доцент кафедри аграрного менеджменту та маркетингу,
Вінницький національний аграрний університет
DOI: 10.24412/2520-6990-2021-14101-45-52

РИЗИК-МЕНЕДЖМЕНТ ЯК ЕЛЕМЕНТ УПРАВЛІННЯ АГРАРНИМ ПІДПРИЄМСТВОМ

Krasnyak O.P.
Candidate of Economic Sciences, Associate Professor,
Associate Professor of the Department Associate Professor of Agricultural Management and Marketing,
Vinnitsia National Agrarian University

RISK MANAGEMENT AS AN ELEMENT OF AGRICULTURAL ENTERPRISE MANAGEMENT

Анотація.

У статті зроблена спроба позначити сутність і зміст ризик-менеджменту. Розглянуто та проаналізовано операційні ризики, які супроводжують підприємницьку діяльність аграрних підприємств, і управління якими є одним з ключових елементів системи ризик-менеджменту.

Дана характеристика основних факторів, що впливають на ступінь операційного ризику. Описано комплексний підхід до оцінки інтегрального ризику за напрямками діяльності учасників аграрного ринку.

У центрі системи управління ризиками лежить процедура виявлення ризиків, яка повинна відповідати теоретичним рекомендаціями і бути внутрішньо і зовні збалансована, а так само орієнтована не тільки на запобігання шкоди, а й на підвищення ліквідності підприємства.

Abstract.

The article attempts to identify the essence and content of risk management. The operational risks that accompany the entrepreneurial activity of agricultural enterprises and the management of which is one of the key elements of the risk management system are considered and analyzed.

The characteristics of the main factors influencing the degree of operational risk are given. A comprehensive approach to the assessment of integrated risk in the areas of activity of agricultural market participants is described.

At the heart of the risk management system is the procedure for identifying risks, which must comply with theoretical recommendations and be internally and externally balanced, as well as focused not only on preventing damage, but also on increasing the liquidity of the enterprise.

Ключові слова: *підприємство, інноваційний менеджмент, ризик-менеджмент, фінансові ризики, інтегральний підхід до управління ризиками, ризик - фактори.*

Keywords: *enterprise, innovation management, risk management, financial risks, integrated approach to risk management, risk factors.*

Colloquium-journal №14(101), 2021

Część 5

(Warszawa, Polska)

ISSN 2520-6990

ISSN 2520-2480

Czasopismo jest zarejestrowany i wydany w Polsce. Czasopismo publikuje artykuły ze wszystkich dziedzin naukowych. Magazyn jest wydawany w języku angielskim, polskim i rosyjskim.
Częstotliwość: co tydzień

Wszystkie artykuły są recenzowane.
Bezpłatny dostęp do elektronicznej wersji magazynu.

Czasopismo jest publikowane i indeksowane na portalu eLIBRARY.RU,
Umowa z RSCI nr 118-03 / 2017 z dnia 14.03.2017.

«Colloquium-journal»
Wydawca «Interdruk» Poland, Warszawa
Annopol 4, 03-236
Format 60 × 90/8. Nakład 500 egzemplarzy.

E-mail: info@colloquium-journal.org

http://www.colloquium-journal.org/