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SIGNIFICANCE AND ROLE OF TRADING CUSTOMS IN INTERNATIONAL TRADE AND IN THE REGULATION OF INTERNATIONAL AGREEMENTS

Trade custom is a rule that has developed in the field of commerce on the basis of a constant and uniform repetition of actual relationships. Trade custom is of great importance in international trade and merchant shipping. The role of trade custom is increasing in the regulation of those areas of foreign economic cooperation that are not regulated by laws. Trade custom plays a decisive role in the resolution of disputes between parties to arbitration.

A trade custom must meet the requirements: it must have the character of a general rule, be known in the relevant field of trade, defined in its content and reasonable. A condition for the application of a trade custom is knowledge of it by the parties making the transaction. Trade customs determine the content of some conditions of contracts (if there are ambiguities and inaccuracies in contracts).

Keywords: concept, meanings, trade custom, international trade, foreign economic cooperation.

SEMNIFICAȚIA ȘI ROLUL OBICEIURILOR VAMALE ÎN COMERȚUL INTERNAȚIONAL ȘI ÎN REGLEMENTAREA TRATATELOR INTERNAȚIONALE

Cutumă comercială este o normă de drept consfințită printr-o practică îndelungată, care s-a dezvoltat în domeniul comerțului pe baza unei repetiții constante și a relațiilor uniforme reale. Costurile comerciale sunt de mare importanță în comerțul internațional și transportul comercial. Rolul obiceiurilor comerciale este în creștere în reglementarea acelor domenii de cooperare economică externă care nu sunt reglementate de legi. Cutumele comerciale joacă un rol decisiv, privind soluționarea litigiilor dintre două sau mai multe părți prin arbitraj.

Un obicei comercial trebuie să îndeplinească următoarele cerințe: trebuie să aibă caracterul unei reguli generale, să fie cunoscut în domeniul comerțului, definit în conținutul său și rezonabil. O condiție pentru aplicarea unui obicei comercial este cunoașterea acesteia de către părțile care efectuează tranzacția. Obligațiile comerciale determină conținutul unor condiții ale contractelor (dacă există ambiguități și inexactități în contracte).

Cuvinte-cheie: concept, semnificații, obicei comercial, comerț internațional, cooperare economică externă.

Introduction: Every custom is a rule of behavior, recognized by virtue of repeated repetition and social recognition as a model. Although custom is one of the most ancient phenomena, largely predetermined and "from within" influencing the formation of law and its development. Science has always perceived and assessed it ambiguously, often even within the framework of one state. Legal customs, as a special kind of customs, is a form of law with legal normativeness, in which quality rules are established for an indefinite circle of persons. It occupies a special place in the mechanism of legal regulation, while at different historical stages and in different branches of law its role and significance are different. A custom acquires legal significance as a result of homogeneous or identical actions of states and a certain expressed intention to give such actions a normative meaning [4, p. 84].

International trade custom is characterized in the literature as a uniform rule of behavior that has developed in the practice of international trade as a result of repeated reproduction of the same actions. It is spoken of as a uniform international customary form of civil law.

To qualify a rule as an international trade custom, two circumstances are necessary:

1) sustainable uniform practice in international trade;

2) authorization by the state of such a practice, namely: the rules of conduct arising on its basis.

When writing the article, the following **methods** were used: comparative legal, logical, imperial, historical .

Legal customs as a special kind of customs are a form (source) of law, have legal normativeness, are established as a rule in relation to an indefinite circle of persons and occupy a special place in the mechanism of legal regulation, while at different historical stages and in different branches of law their role and significance are different.

International customs are based on the consistent and long-term application of the same rules of regulation of similar social relations. Customs are the rules developed by participants in international relations in a practical way, systematically repetitive monotonous behavior in similar circumstances. International customs arise in the context of interstate communication, and the origin of trade customs, including the customs of merchant shipping, is associated with the internationalization of economic life, private law, entrepreneurial activity in the framework of international trade [8, p. 37].

Traditionally, a custom consists of the following elements: the duration of the existence of a rule of conduct, the sustainability of the practice of observing it by many or all participants in international relations who violate the established rule of behavior.

In international law, custom is understood as a rule of conduct that has developed in practice, for which legal force is recognized. Along with this traditional type of customs in international law, the rules that were initially fixed either in international treaties or in such non-legal acts as resolutions of international meetings and organizations began to be recognized as custom. Such international customs are considered as customs and in private international law. In addition, trade customs are recognized as sources of private international law.

The custom contains the most important rules of conduct for participants in international relations, which have stood the test of time, recognized by all or many participants in civil relations of an international character. As a rule, customs are not recorded in an official written form, since they are the most ancient form of the existence of law.

International trade custom, like any other source of law, is characterized by two characteristics:

– normativeness, i.e. application to an indefinite range of subjects;

– generally binding, i.e. the general acceptance of such a rule as a legally binding rule of conduct. As a rule of law, a custom must be widely known, otherwise the interested party will have to prove its existence. International trade in the era of the emergence and development of bourgeois relations was concentrated in large shopping centers. The regulation of the exchange of goods in such centers was carried

out in the form of international trade customs, which, of course, were not global in nature, but completely regulated trade in this center and in the territory of influence of this center. Such customs applied to all participants in the transaction, regardless of who the merchant was by nationality. At the same time, these customs were developed by the merchants themselves. That is, they were not international trade customs in their modern sense.

The regulation of international trade initially took shape as a substantive regulation in the form of *lex mercatoria*. With regard to *lex mercatoria*, one can speak of "non-state regulation" only as the freedom of contract established by the state [5, p. 93].

The freedom that is realized within the framework of legal obligations allows the application of the necessary legal structure, which opens up the possibility of a quick response to the emerging needs of society [12, p. 65]. The use of systems of special rules to regulate international trade contributed to the fact that this system practically did not conflict with national legal systems because such systems were still fragmented. Under the conditions of industrial capitalism, international economic relations, as well as their legal regulation, were further developed. International cooperation went beyond trade and extended to the areas of transport, industry, copyright, etc. The difference in the national regulation of these spheres of activity should not have hindered the development of international relations. Therefore, an objective need arose to develop a uniform regulation of these relations, which was already objectified in the form of international trade customs, model contracts and agreements. Naturally, the substantive regulation did not cover all the issues arising in trade, leaving room for national legislation and, consequently, for a conflict of laws rule. However, the general tendency in the regulation of relations in the international sale of goods was the desire of the parties to exclude the application of national law. This desire has its objective expression in the activities of international organizations aimed at the systematic unification of conflict and material and legal norms.

Trade customs used in business are not strictly dependent on the territorial feature and can be international and internal (national and local). In the formation of trade customs, the primary ones are the behavior of the participants in civil turnover, their intention and will to follow the unwritten rules generated by business life. An active role in the formation of customary rules is played by judicial and arbitration practice, recognized and sanctioned by states, as well as the activities of international non-governmental organizations on the unofficial codification of such rules [9, p. 39].

The various territorial manifestations of trade customs should not be understood mechanically and absolutely. Firstly, the international character of a custom is not a simple factual coincidence of internal (national) customs: to recognize a custom as international, a stable uniform international practice is required and states must authorize the corresponding rule without changes. The same is true of national customs, which are not a mere coincidence of local customs. Secondly, the national character of a trade custom does not mean its unconditional national recognition, and the internationalism of a trade custom should not be understood as its recognition by the entire population of the planet.

From the customs should be distinguished from the customs that develop in the practice of commercial transactions and determine the details of these transactions. Trading habits are encountered in the field of shipping. They are stacked, for example, in ports. Conventions can regulate the relationship between the parties only in cases where the parties in one form or another have recognized the need to apply the customs of a seaport. Trading (business) habits that are not legal customs, but used on a personal initiative and are of a technological nature, rules of conduct that are part of the will of the parties to the transaction and correspond to their intentions, can act as a means of regulating business relations.

Legal custom and custom are rules created by life itself: public authorities can only give an official character to some ordinary rules, in particular, through their processing (general-

ization and documentation for the purpose of unification), authorization and thereby transfer from the category of ordinary regulators to the category of legal customs, finally, accounting and use in the development of rules of national regulatory legal acts and international regulatory treaties.

International customs as a source of international law occupy a special place in the hierarchy of sources. It is quite obvious that in terms of their specific weight and significance, customs give way to domestic legislation and international treaties, but in a number of cases they are indispensable as a legal regulator. The importance of international customs is especially great in carrying out settlement and guarantee banking operations, carrying out international commercial transactions, performing international shipping [10, p. 85]. As noted above, the customs and business practices that have developed in practice are subject to unofficial codification within the framework of the International Chamber of Commerce (ICC), which results in collections of unified rules and customs.

It should be noted that it is not the collection itself as a publication of the ICC under a certain number that has legal force, but the norms contained in it. These informal codifications include the International Regulations for the Uniform Interpretation of Trade Terms (INCOTERMS), 2000 edition; 1995 version of the Unified Collection Rules; Unified Rules and Practices for Documentary Credit in 1993 edition.

In the second half of the 20th century, the world entered a period of globalization, primarily of the international economy. This is reflected in new modes of production, in the development of financial markets, in the expansion of multinational companies, in the decrease with the emergence of liberal and neoliberal concepts of the role of the state, its inability to cover the globalized market with national legal norms.

The predominance of national legal regulation of international commercial contracts is replaced by international legal regulation in the form of international conventions, revealed at the end of the last century by the insufficient effectiveness of international conflict of laws and substantive legal conventions, which led to the search for new regulators of international commercial turnover relations, led to the emergence of *lex mercatoria* and the expansion areas of application of trade customs.

To replace international legal centrism, when the states that concluded international conventions were at the center of rule-making, polycentrism comes and private participants in the unification process appear; there is a transition from state-legal regulation to self-regulation of participants in international commercial contracts, which is manifested in their finding previously unseen methods of unification, primarily in the form of the Principles of International Commercial Contracts, standardization or normalization of international commercial contracts. This possibility is due to a significant increase in the importance of the principle of party autonomy and a change in the concept of freedom of contract [11, p. 30], as a factor suggesting that individuals conclude contracts of various content, implemented in the framework of international commercial relations.

The custom is not only the most ancient, but also the most flexible, therefore, the modern source of international law. The fact is that a custom can be formed much faster than a written rule of law. Sometimes a rule of conduct will develop in practice rather than find expression in a written international document.

There are areas of international law in which custom has a special place, since relations in these areas were often governed and regulated by unwritten rules. These areas include international trade, merchant shipping, Internet transactions, etc. It should also be borne in mind that customary rules in international trade generally take time to form. From this point of view, the constant changes of INCOTERMS 2000 also do not mean that the conditions contained therein automatically become custom.

Varieties of Customs of International Business Turnover

a) Customs of International Trade.

Customs of international trade (trade

customs) are uniform and stable rules that have developed in practice, but are not legally binding - cover all rules of a non-legal nature applied in international trade. Three groups of similar rules:

– General rules, the most significant; rules that can be applied to any species (actually customs);

– The rules applied in certain areas of international business cooperation, in the trade exchange of certain groups of goods (usages); for example, a set of customary rules for trading grains, coffee, etc. They can be universal (any part of the world), regional (in a specific region), local (for example, the customs of one seaport);

– The established order is the usual rules that have developed between specific partners in a particular area of international entrepreneurship.

From the customs should be distinguished from the customs that develop in the practice of commercial transactions and determine the details of these transactions. Trading habits are encountered in the field of shipping. They are stacked, for example, in ports. Conventions can regulate the relationship between the parties only in cases where the parties in one form or another have recognized the need to apply the customs of a seaport. In conditions when state international legal and national sources, due to their inertness, do not have time to adequately respond to changes in international commercial turnover, customs sometimes become the only regulator for newly emerging forms of cross-border cooperation [1, p. 56].

According to the Principles of International Commercial Contracts developed by UNIDROIT, the parties to such an agreement are bound by a custom that is widely known and consistently observed by the parties in international trade. The parties are bound by whatever custom they have agreed upon and the practice they have established in their relationship.

Informal codification and unification of customs of international trade includes:

1. The European Economic Commission of the United Nations (developed several dozen general conditions for the sale of specific types of goods and standard proforma contracts);

2. The UN Commission on International Trade Law and the International Institute for the Unification of Private Law (are engaged in the unification of legal norms);

3. International Chamber of Commerce (ICC) - 1920 - a non-governmental organization created with the aim of organizational, technical and other assistance to international trade.

Among ICC publications, the most famous are the International Commercial Terms - INCOTERMS.

INCOTERMS is one of the most important international documents of informal codification. The terms, the interpretation of which is given in INCOTERMS, refers to some types of contracts of international sale and purchase, based on a certain, fixed distribution of rights and obligations between trading partners.

Three groups can be distinguished requests for which the rights and obligations of the parties are recorded for each type of agreement:

– The rights and obligations of the parties related to the carriage of goods, including the distribution of additional costs that may arise during the carriage;

– The rights and obligations of the parties to carry out "customs formalities" associated with the export of goods from the territory of one state and with its import into the territory of another state and transit through third countries, including the payment of customs duties and other mandatory payments;

– The moment of transfer of risks from the seller to the buyer in the event of loss or damage to the goods.

For example, by agreeing on a CFR or CIF condition, the seller cannot perform the contract with any other mode of transport except sea transport, since under these conditions he is obliged to provide the buyer with a bill of lading or other sea transport document, which is impossible when using other types of transport. Moreover, the document required in accordance with the documentary credit necessarily depends on the methods of transporta-

tion used.

INCOTERMS deal with certain obligations of the parties - such as the obligation of the seller to place the goods at the disposal of the buyer or hand them over for carriage or to deliver them to the destination, as well as the distribution of risk between the parties in these cases. They further define the obligations to fulfill customs formalities to clear for export and import, to package the goods, the buyer's obligation to take delivery, as well as the obligation to provide evidence of the proper fulfillment of the relevant obligations have been duly fulfilled.

Although INCOTERMS are extremely important for the implementation of the sale and purchase agreement, a significant number of problems arising in such an agreement are not regulated at all, for example, the transfer of ownership and other property rights, non-performance of the contract and the consequences of non-performance, as well as release from liability in certain situations. It should be emphasized that INCOTERMS is not intended to replace the conditions necessary for a complete sales contract, determined by the inclusion of standard or individually agreed conditions.

INCOTERMS generally do not regulate the consequences of breach of contract and release from liability due to various obstacles. These issues are subject to resolution by other terms of the sales contract and applicable law.

b) Merchant Shipping Customs

Merchant shipping legislation contains many references to international trade customs. For example, according to Art. 138 KTM RF ("Deck Cargo"), the carrier has the right to transport cargo on deck only in accordance with an agreement between the carrier and the sender, the law or other legal acts of the Russian Federation, or business customs. At the same time, as noted in the literature, some customs that have developed in this area of trade have existed for a long time (for example, the custom to transport part of the cargo on deck when trading in timber).

A similar wording is contained in the 1978 UN Convention on the Carriage of Goods by Sea, namely in paragraph (1) of Art. 9 of the Convention. So, in one of the cases considered by the American court, the cargo owner demanded compensation for the loss of two containers transported on the deck. The bill of lading did not indicate where the cargo was actually loaded, and the shipowner argued that there was a custom in the Port of New York allowing containers to be carried on deck, regardless of whether there was an agreement with the shipper. The court indicated that the carrier had not breached the contract by placing the containers on the deck of a container ship specially built to carry cargo in this way.

In the field of international transportation, the so-called proformas (or otherwise - standard forms) of charters are also actively used, which set out the general conditions for the carriage of goods. The development of proformas is carried out by both national and international organizations of shipowners, and their application is consonant with the application of INCOTERMS.

c) Customs of International Banking Settlements and Transactions.

The problem of business customs used in banking practice has not only theoretical but also practical significance. Carrying out banking activities involves both compliance with banking legislation and knowledge and use of business customs. At the same time, today the customs of business turnover in banking practice are insufficiently covered in the literature. It is noted that "this group of sources is at the stage of formation at the present stage." Indeed, the custom of business turnover has practically lost its significance as a source of law, but with the transition to a market organization of the economy, the role of applied customs has increased again.

Banking legislation repeatedly mentions the possibility of using business customs. Let's consider the specific customs of business turnover in banking practice. A fairly wide range of such customs has developed in legal relations in the field of bank deposits and bank accounts [7, p. 132].

According to part (1) of Art. 1741 of the Civil Code of the Republic of Moldova: Under a bank deposit agreement, a bank or another, licensed in accordance with the law, a financial

institution (bank) accepts from its client (depositor), or from third parties in favor of the depositor, the amount of money credited to the balance of the deposit account opened in the name the depositor, which undertakes to return to the depositor after a certain period of time (term deposit) or on demand (demand deposit). As provided by Art. 1742 CC RM: The bank deposit agreement is concluded in writing. The written form of the agreement is considered to be observed if the bank issues a savings book, a certificate of deposit or any other document certifying the deposit of funds and meets the requirements of the law and customs applied in banking practice by the bank to the depositor.

Based on Art. 1747 of the Civil Code of the Republic of Moldova: According to the current bank account agreement, the bank undertakes to accept and credit to the client's (account holder's) account of funds deposited by the client or third parties in cash, or transferred from the accounts of other persons, to execute, within the limits of the amounts on the account, the client's transfer of the corresponding amounts to other persons and on the issue of cash, also carry out other operations on the client's account on his behalf, in accordance with the law, agreement and customs applied in banking practice, and the client undertakes to pay remuneration for the provision of these services. Business customs used in banking practice often become the subject of legal proceedings, because the court not only can, but is obliged to apply business customs when a gap is found in a regulatory legal act that is also not filled by an agreement.

Another custom in banking practice is withholding bank fees from funds transferred to a counterparty. Charging bank commissions for international settlements is a common banking practice, the fact of charging this commission is reflected in the SWIFT message submitted by the plaintiff. Withholding bank fees from funds transferred to a counterparty is also common banking practice, unless otherwise instructed by the payer.

The customs of business turnover used in banking practice also include international customs that have developed in interbank practice. The importance of international customs is especially great in carrying out settlement and guarantee banking operations. Business customs established in practice are subject to unofficial codification within the framework of the International Chamber of Commerce, which results in collections of unified rules and customs. As an example, let us name: Uniform Rules for Collection in 1995, Uniform Rules and Practices for Documentary Credit in 1993, Uniform Rules for Demand Guarantees 1992 Abroad, especially in the countries of the Anglo-American system of law, banking customs play an important role and are embodied in codes of banking practice.

As a result, the customs of business practice applied in banking practice play an important role as a source of banking law. For credit institutions, knowledge of the customs of business turnover helps to reduce the risk of legal liability, financial losses and reputational losses. In turn, the bank's clients who are knowledgeable in this area can optimize taxation, facilitate and speed up their work, both with credit institutions and with tax authorities.

The Role of Customs in the Formation and Development of International Trade and in the Regulation of International Agreements

In trade operations, both in domestic and international trade, a significant role in the process of execution and regulation of certain types of operations is assigned to trade customs and practices. This is primarily due to the long-term practice of conducting commercial transactions for the purchase and sale of certain goods and in certain markets. The customs emerging in the practice of countries that play an important role in international trade often become generally recognized and applied by all participants in trade.

Thus, emerging as a trade practice, custom gradually becomes a norm and a source of regulation. The most important role in the study and systematization of trade customs is played by national chambers of commerce. For example, the Chamber of Commerce and Industry of the Republic of Moldova testifies to the

commercial and port customs adopted in the Republic of Moldova and can give appropriate opinions.

The main organization involved in the systematization of trade customs and the development of relevant documents in the field of international trade is the International Chamber of Commerce [6].

This organization has prepared a a number of documents that contribute to the uniformity of understanding and practice of conducting transactions in the field of international trade:

– Rules for the Interpretation of Commercial Terms (INCOTERMS).

– Unified rules (customs and practice) for documentary letters of credit.

– Unified collection rules.

– Uniform rules for contractual guarantees.

– Conciliation and Arbitration Rules of the ICC.

Trade practices have a significant impact on the content of the parties' obligations under contracts, and also play a decisive role in the resolution of disputes in arbitration. So, if there are ambiguities or inaccuracies in contracts and agreements, trade customs help to clarify their content. Trade customs often replace some rules of law when there is a direct indication of the use of trade customs in the agreement or contract.

The role of trade customs in the regulation of trade relations is enshrined in a number of international agreements. So, in accordance with Art. 9 of the UN Convention on Contracts for the International Sale of Goods, the parties to the contract "are bound by any custom in relation to which they have agreed and the practice that they have established in their mutual relations. Unless otherwise agreed, the parties shall be deemed to have intended to apply to their contract or its conclusion a custom of which they knew or should have known, and which is widely known in international trade and is constantly observed by the parties in contracts of this kind in the existing field of trade."

Business customs are customs that have developed and are widely used in the field of entrepreneurial activity, i.e. trade customs in their classical, traditional sense. In this case, the customs of business turnover are not applied if they contradict the mandatory provisions of the law or the terms of the contract.

In the theory of international law, one of the most important is the question of the relationship between categories such as trade custom, business custom and national legislation. In accordance with Art. 5 of the Civil Code of the Republic of Moldova: a custom is a norm of behavior, which, not being provided for by legislation, is generally accepted and regularly applied in a certain area of civil relations. Customs are applied only if they do not contradict the law, the foundations of law and order and morality, as well as the transaction.

According to the law, business customs are applied only to the extent that they do not contradict the peremptory norms of civil law or an agreement. A trade custom is inapplicable if it contradicts the statutory provisions that are binding on the parties or the contract, from which follows its subordinate provision with respect to the specified regulators. The peremptory norm, as the most stringent one, has an unconditional advantage over all other regulators (including over any contract and trade custom), and since peremptory norms are always mandatory for the parties, a trade custom that contradicts such norms is not applied. The priority of the mandatory rules of law and the terms of the contract over commercial customs has never been in doubt, this, however, cannot be asserted in relation to the rules of dispositive [13, p. 324].

A single category of trade custom is represented by two of its varieties: trade customs "in addition to the law" (a general rule) and "against the law" (an exception in which a trade custom changes a dispositive norm of the law). That is why the legislator, in addition to the framework authorization of the use of trade, in a number of cases mentions them in a special context, having in mind this - the last - variety of them.

It should be borne in mind that the customs of business turnover are among those cir-

cumstances that must be taken into account by the court, arbitration court or arbitration court to determine the content of the contract when clarifying the actual common will of its parties. In a number of cases, the application of a dispositive norm of domestic legislation, which is of a general nature and is not intended to regulate relations in foreign trade, instead of the custom of business turnover, widely known in international trade and constantly observed by the parties in contracts of this kind, would lead to results that contradict generally accepted practice international trade.

The customs accepted in international trade practice are applied by the ICAC in cases where it is stipulated in the contract from which the dispute arose, and when the rule of law that applies to the disputed legal relationship refers to the customs, as well as if the application of the custom is based on the provisions of an international treaty acting in relations between states to which the parties to the dispute belong.

It is possible to assess the legal nature and significance of INCOTERMS as one of the regulators of international commercial law. The reference in the contract to INCOTERMS makes them contractual terms, hence the question of the ratio of the provisions of INCOTERMS and national legislation, INCOTERMS and international treaties - this is a question of the relationship of a specific agreement (contract) with the specified sources of law.

Trade customs are one of the sources of international law. They represent the rules of conduct for participants in international trade, developed by participants in international relations in practice as a result of repeated reproduction of the same actions over a long period of time.

Customs are the most ancient form of the existence of law. As a rule, customs are not recorded in writing, unlike the normative legal acts of the state or international treaties. Oral custom is the most flexible form of international law, it can be formed much faster than a written rule of law. At the same time, the oral form of customs can give rise to their different interpretations, and also complicates the process of proving their existence. Therefore, the customs of international trade are subject to informal codification by various international organizations. The custom of international trade is a term that carries a semantic load that is different from the denotation of international legal customs that develop in the process of carrying out foreign trade activities between states and other subjects of international law [2, p. 45].

International trade belongs to those areas of international law in which custom occupies a special place, which plays a large role, since relations in international trade were often regulated in the course of its historical development and are currently regulated by unwritten rules.

The forms of customary recognition can be different: consolidation in legislative acts of a reference to customs developed in international trade; a reference to a custom in an international treaty that has entered into force and is therefore an integral part of its legal system. Also custom is applicable in accordance with the agreement of the parties to an international trade transaction. The recognition of customs is evidenced not only by references to them in law, international treaties and repeated sustainable use by participants in trade relations, but also by the practice of national judicial bodies and international arbitrations.

Similarities between the customs of business turnover:

- Customs are established, i.e. fairly constant and definite;
- Customs are applied widely, and do not have a specialized nature;
- The scope of application of customs is limited to entrepreneurial relations;
- Customs are not provided for by law;
- The content of customs does not contradict morality.

The custom of business turnover can be applied regardless of whether it is recorded in any document (published in the press, set out in a final court decision on a specific case containing similar circumstances, etc.) [3, p. 564].

Conclusions:

1. Legal custom-rules created by life itself.
2. International custom is a source of in-

ternational law, which occupies a special place in the hierarchy of sources.

3. Custom is the oldest and most flexible source of international law.

4. International legal centrism is being replaced by polycentrism.

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