

## Abstract

On 23 November 2005 the United Nations General Assembly adopted the Convention on the Use of Electronic Communications in International Contracts as proposed by the United Nations Commission on International Trade Law (UNCITRAL). The Convention was prepared by the Working Group on Electronic Commerce IV.

The United Nations Convention on the Use of Electronic Communications in International Contracts show the continuous advances in electronic communications technology, the acceptance of the contracts which have been entered into online and the rapid growth of electronic communication in international contracts. The influence of Convention is Model Law on Electronic Commerce, Model Law on Electronic Signature and the United Nations Convention on Contracts for the International Sale of Goods, 1980.

The aim of the Convention is to harmonize national laws of electronic communication in international contracts and to remove the problem and obstacles to electronic communication in international contracts such as the problem of jurisdiction, choice of law and time of receipt of electronic communication, etc. In addition, the convention also seeks to legal certainty and commercial predictability of international electronic transactions as well as to remove legal obstacles to electronic commerce which arose under other international instruments regarding the form requirements.

The Convention has opened for signature by all states at the headquarters of United Nations in New York from 16 January 2006 to 16 January 2008. The Convention will be bound the signatory state when such state make a ratification, an acceptance or an approval, For non-signatory states, the Convention is subject to accession by the non-signatory states.

However, As a result of becoming a party to the United Nations Convention on the Use of Electronic Communications in International Contracts, the Convention will contribute the signatory states to amend the provision of domestic law relate to e-commerce to correspond with the provision of the Convention. Also, the Convention applies to the use of electronic communications in connection with the formation or performance of a contract to which any of the other international conventions for example the United Nations Convention on Contracts for

the International Sale of Goods, 1998, the Convention on the Recognition and Enforcement of Foreign of Foreign Arbitral Awards and the United Nations Convention on the Liability of Operators of Transport Terminals in International Trade. Before signing up, we, Thailand, have to study the suitability to become a party to the Use of Electronic Communications in International Contracts thoroughly.

Currently, Thailand has enacted an electronic commerce law as the Electronic Transaction Act B.E. 2544. As a result of becoming a party to The United Nations Convention on the Use of Electronic Communications in International Contracts, Thailand shall be impacted to amend the provision of the Electronic Transaction Act B.E. 2544 to correspond with the provision of the Convention. However, the basic legal rules of the Electronic Transaction Act B.E. 2544 and the Convention are similar but the Convention has just updated itself to correspond with modern technology and normal practice. In addition, Thailand has no impact from the provision of communications exchanged under other conventions which extend the scope of application of the United Nations Convention on the Use of Electronic Communications in International Contracts relate to contract formation and performance of contract to other conventions. This provision does not make a conflict of law but it support other conventions to do electronic transaction including formation a contract or communication without needing to alter these conventions.

For the purpose of development and updating Thai electronic commerce law to support the changes and continuous development in technology and correspond with the electronic commerce law of other country, Thailand is suitability to become a party to the United Nations Convention on the Use of Electronic Communications in International Contracts.