Forming a contract: the US and Uzbekistan

When a contract is formed, what form it must take, and what happens when it is broken — the two systems side by side. The gaps are wider than most people expect.

Topic	US Norm	UZ Norm	Conclusion
Where the rule comes from	State law. For sales of goods, that state's enactment of UCC Article 2; for everything else, that state's case law. There is no federal contract code.	The Civil Code, one document for the whole country. Chapters 26–28 cover contracts, chapter 9 the form of transactions, chapter 24 liability.	This is the largest structural difference. In Uzbekistan the answer is in one document; in the US you first have to establish which state and which kind of contract.
When there is a contract at all	In any manner sufficient to show agreement, including conduct by both parties (§ 2-204(1)). Even with one or more terms left open, a contract does not fail for indefiniteness if the parties intended to make one and there is a reasonably certain basis for a remedy (§ 2-204(3)).	When agreement is reached on every essential term in the required form (art. 364). Essential means the subject matter, whatever legislation makes essential for that type, and any term either party insists on.	A practical divergence. In the US a goods contract with no agreed price can still be a contract; in Uzbekistan a missing essential term means there is no contract.
The moment of formation	Article 2 does not fix one — § 2-204(2) expressly allows a contract whose moment of making is undetermined.	When the offeror receives the acceptance (art. 365).	Uzbekistan fixes the moment: receipt, not dispatch. Article 2 leaves the question open.
Can an offer be withdrawn	Usually yes. The exception is a firm offer: made by a merchant, in a signed writing, giving assurance it will be held open — irrevocable for the time stated, or a reasonable time if none is stated, but never more than three months (§ 2-205).	It cannot be withdrawn during the period fixed for acceptance, unless the offer says otherwise or the circumstances imply it (art. 368). No further conditions.	In Uzbekistan this is the default; in the US it takes four conditions and is capped at three months.
A reply on different terms	It is an acceptance — even stating additional or different terms — unless acceptance is expressly made conditional on assent to them (§ 2-207(1)). Between merchants the additional terms join the contract unless the offer limits acceptance to its own terms, the term materially alters the contract, or objection is given (§ 2-207(2)).	It is not an acceptance. Such a reply is a rejection and at the same time a new offer (art. 375).	The sharpest divergence in the table. Uzbekistan keeps the mirror-image rule; the US abolished it for goods, and the fight is over which terms survive.

Verified by: Nurmukhammad Soyibnazarov · 2026-08-08

Sources: Uniform Commercial Code, Article 2 — Sales — https://www.law.cornell.edu/ucc/2; Uniform Commercial Code, § 1-301 — https://www.law.cornell.edu/ucc/1/1-301; UN Convention on Contracts for the International Sale of Goods (CISG) — https://uncitral.un.org/en/texts/salegoods/conventions/sale_of_goods/cisg; O'zbekiston Respublikasining Fuqarolik kodeksi (birinchi qism) — https://lex.uz/uz/docs/-111189; O'zbekiston Respublikasining Fuqarolik kodeksi (ikkinchi qism) — https://lex.uz/uz/docs/-180552

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Is silence acceptance	§ 2-206 allows acceptance "in any manner and by any medium reasonable in the circumstances"; Article 2 has no separate rule on silence.	No — unless law, trade usage or the parties' previous dealings say otherwise (art. 370). But acts of performance (shipping, paying) do count as acceptance.	Uzbekistan writes the rule down and writes down its exceptions; Article 2 leaves the question to the case law.
Must it be in writing	For goods at a price of $500 or more, yes (§ 2-201(1)). That is the uniform-text figure; check your own state's enactment. Other kinds of contract are covered by each state's separate rule, which is not set out here.	Any contract a legal entity is party to, whatever the amount (art. 108). Between individuals, above ten times the BHM. A foreign-economic transaction with an Uzbek legal entity or citizen on either side must be in writing wherever it is made (art. 1181).	For a company in Uzbekistan there is no threshold at all: everything is in writing. The US has one, but it applies only to goods.
What happens if it is not in writing	The contract is not enforceable by way of action or defense (§ 2-201(1)). Three exceptions: specially manufactured goods, an admission in court, and goods paid for or accepted (§ 2-201(3)).	The contract remains valid. The sanction is different: in a dispute the parties lose the right to prove its making, contents or performance by witnesses (art. 109). Written and other evidence still counts.	This is the row most often got wrong. In Uzbekistan the oral contract exists but is harder to prove; in the US a goods contract simply does not get off the ground.
Changing the contract	A modification agreement binds without consideration (§ 2-209(1)). A signed no-oral-modification clause holds (§ 2-209(2)). If the contract as modified falls within § 2-201, the writing requirement applies again (§ 2-209(3)).	The agreement to change or terminate takes the same form as the contract (art. 384). A court changes it on one party's demand only for material breach or where law or the contract allows (art. 382).	Form carries over in both. The difference is that the UCC removed the common law's consideration requirement; Uzbek law has no such concept to remove.
An agreed sum for breach	Only in an amount reasonable in light of anticipated or actual harm, the difficulty of proof, and the inconvenience of other adequate relief (§ 2-718(1)). A term fixing unreasonably large liquidated damages is void as a penalty.	*Neustoyka* is a sum set by law or contract, and the creditor need not prove any loss (art. 260). It takes the form of a fine or a per-day penalty (art. 261); the agreement must be written (art. 262). If disproportionate, the court reduces it	Different machinery. In the US an excessive clause disappears entirely; in Uzbekistan the court scales the figure down. And not having to prove loss is a substantial practical advantage of the Uzbek approach.

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		(art. 326).	
Is fault required	Article 2 does not tie liability to fault; the remedies follow from the breach itself (§§ 2-708, 2-712, 2-713).	The general rule is fault-based, and the debtor must prove its absence (art. 333). But in business activity fault drops out entirely — only force majeure excuses. A supplier's default, goods being unavailable on the market, and having no money are expressly not force majeure.	For a business contract both systems arrive at strict liability in practice. The Uzbek Code, though, writes down which excuses will not work.
Making the other side actually perform	The exception. Specific performance may be decreed where the goods are unique or in other proper circumstances (§ 2-716(1)). The main route is money: cover (§ 2-712) or the market-price difference (§ 2-713).	The default. For defective performance, paying the neustoyka and damages does not release the debtor from performing in kind; for outright non-performance it does (art. 330).	Expectations diverge sharply. A party from Uzbekistan assumes "they still have to deliver"; under US law they will usually get money instead.
When circumstances change materially	No US answer is given in this row. The relevant provision — UCC § 2-615 — was not retrieved verbatim for this article, and judicial modification of a contract is not an ordinary remedy in US law. Check your state.	A court may terminate where the four conditions in art. 383 are met together. Modification is exceptional: only where termination would be contrary to the public interest or cost the parties far more than performing on court-modified terms.	Uzbekistan leaves a route to judicial rewriting open, narrow as it is. That is not an ordinary remedy in the US system.
Choosing the governing law	Where the transaction bears a reasonable relation both to this state and to another state or nation, the parties may choose either (§ 1-301(a)). Several sections' own rules override that choice (§ 1-301(c)).	The law of the country chosen by the parties' agreement applies (art. 1189). The text imposes no connection requirement. The choice may cover the whole contract or part of it, and may be made at conclusion or later. Absent a choice, the law of the characteristic performer's country (art. 1190).	The Uzbek text reads wider. But how such a choice actually works turns on case law, and no case law is cited here.

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Being compelled to contract	Article 2 has no such machinery.	Where the Code or another law makes contracting compulsory: a reply within thirty days of the offer, a protocol of disagreements, referral to court, and ultimately the right to sue to compel the other party to contract (art. 377). A party unjustifiably evading pays the resulting loss.	In Uzbek law this is a worked-out procedure; Article 2 has nothing like it. It is also the concrete limit on the freedom of contract in art. 354.

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