

ZA5558

**Flash Eurobarometer 320
(European Contract Law in Business-to-Business Transactions)**

**Country Questionnaire
Malta (English)**

F1320
FLASH EUROBAROMETER
Business attitudes towards cross-border business-to-business transactions and the usefulness of a European contract law

SCREENER

D01. Are you involved in business-to-business transactions(i.e. transactions between your business – as a seller or buyer - and other businesses)?

- Yes 1
- No2 [THANK AND TERMINATE]
- [DK/NA] 9 [THANK AND TERMINATE]

D02. Which of the following statements correspond to your situation?

- We currently sell / buy cross-border to /from businesses from other EU countries 1
- We are considering selling / buying cross-border to /from businesses in other EU countries in the future 2
- We are NOT interested in selling / buying cross-border to businesses from other EU countries3 [THANK AND TERMINATE]
- [DK/NA]9 [THANK AND TERMINATE]

D03. In which type of business-to-business transactions are you mainly involved?

- Sales/purchase of goods (...including products from manufacturing, leisure goods and hotel/restaurants etc) 1
- Sales/purchases of digital products (for instance CDs, DVDs, software, downloadable music and films) 2
- Sales/purchases of financial services 3
- Sales/purchase of other services4 [THANK AND TERMINATE]
- [DK/NA] 9

DEMOGRAPHICS

D1. How many employees do you have in your company?

- Employees
- DK/NA 99999999

D2. What was your company's turnover in 2009?

-€
- DK/NA 99999999

D3. Which of the following product categories is the largest in your sales?

[ONLY ONE ANSWER IS POSSIBLE]

- Cars, motor vehicles and parts 1
- Clothing, footwear and accessories (including jewellery and cosmetics) 2
- Financial and insurance services 3

- Food and drinks	4
- Furniture, furnishings and decoration (including do-it-yourself goods and maintenance products)	5
- Household appliances, electronic goods and information technology goods.....	6
- Leisure goods (ex. books, audiovisual material, toys...)	7
- Products from the engineering sector, e.g. machinery	8
- Digital products	9
- Other goods.....	10
- [DK/NA]	99

D4. Are you mainly involved in business-to-business transactions as a buyer or a seller?

- Mainly as a buyer	1
- Mainly as a seller	2
- Equal involvement as a buyer and as a seller	3
- [DK/NA]	9

D5. Which of the following sales channels do you use?

[MULTIPLE ANSWER IS POSSIBLE]

- In-premises sales	1
- Internet.....	2
- Phone, post and other means of distance communication.....	3
- Doorstep selling and other out of premises channels.....	4
- [DK/NA]	9

D6. Besides Malta, in how many other EU countries do you currently make cross-border transactions?

[ONE ANSWER ONLY]

- [_][_]Countries (0 – 26)	
- [DK/NA]	99

MAIN QUESTIONNAIRE

[ASK ALL]

Q1. Which contract law most often governs your business-to-business cross-border transactions in the EU?

[ONLY ONE ANSWER IS POSSIBLE]

- The national contract law of Malta	1
- The national contract law of the country where the other party is based	2
- The national contract law of a third country.....	3
- Contract laws not related to any particular country e.g. international conventions or UNIDROIT principles	4
- [DK/NA]	9

[ASK ALL]

Q2. What impact do the following potential obstacles have on your decision to sell / purchase across border to / from businesses from other EU countries?

[READ OUT – ROTATE - ONE ANSWER PER LINE]

- Large impact.....	4
- Some impact	3
- Minimal impact	2

- No impact.....	1
- [DK/NA]	9
A - Language (communication problems, translating documents, etc.)	1 2 3 4 9
B - Difficulty in agreeing on the foreign applicable contract law.....	1 2 3 4 9
C - Difficulty in finding out about the provisions of a foreign contract law	1 2 3 4 9
D - Cultural differences	1 2 3 4 9
E - Tax regulations.....	1 2 3 4 9
F - Formal requirements e.g. licensing, registration procedures.....	1 2 3 4 9
G - Problems in resolving cross-border conflicts, including costs of litigation abroad	1 2 3 4 9
H - Obtaining legal advice on foreign contract law.....	1 2 3 4 9
I - Problems with cross-border delivery.....	1 2 3 4 9
J - After-sales maintenance abroad	1 2 3 4 9
K - Other.....	1 2 3 4 9

[ASK Q3 ONLY IF answers include large, some or minimal impacts for at least one of the following:

Q2 B - difficulty in agreeing on the foreign applicable contract law = 4 OR 3 OR 2

OR

Q2 C difficulty in finding out about the provisions of a foreign contract law=4 OR 3 OR 2

OR

Q2 G - problems in resolving conflicts cross-border, including costs of litigation abroad=4 OR 3 OR 2

OR

Q2 H- obtaining legal advice on foreign contract law= 4 OR 3 OR 2]

Q3. You said that some issues relating to contract law have an impact on your cross-border business-to-business transactions. How often did these obstacles deter you from conducting cross-border transactions?

[ONLY ONE ANSWER IS POSSIBLE]

- Always	4
- Often.....	3
- Not very often	2
- Never	1
- [DK/NA]	9

[ASK ALL]

Q4. If you were able to choose, for your business-to-business cross-border transactions with a partner from another EU country one single European contract law, how likely would it be that you would use it?

[ONLY ONE ANSWER IS POSSIBLE]

- Very likely	4
- Likely.....	3
- Unlikely.....	2
- Very unlikely	1
- [DK/NA]	9

[ASK ALL]

Q5. If you were able to choose one single European contract law for your business-to-business cross-border transactions in the EU, would your cross-border operations ...

[ONLY ONE ANSWER IS POSSIBLE]

- Increase a lot	4
- Increase a little	3
- Not change or	2

- Decrease? 1
- [DK/NA] 9

[ASK IF Q5="increase a lot" or "increase a little"]

Q6. If you were able to choose one single European contract law, in how many additional EU countries do you estimate you would make business-to-business cross-border transactions?

[ONLY ONE ANSWER IS POSSIBLE]

- in 6 or more new EU countries 4
- in 3-5 new EU countries..... 3
- in 1-2 new EU countries..... 2
- [no increase in number of countries] 1
- [DK/NA] 9

[ASK ALL]

Q7. If a European contract law was developed, what would you prefer for your business-to-business transactions?

[ONLY ONE ANSWER IS POSSIBLE]

- A common EU contract law replacing 27 national contract laws 1
- A European contract law that you could choose as an alternative to the national laws for your cross-border transactions only 2
- A European contract law that you could choose as an alternative to the national laws for both your cross-border and domestic transactions 3
- [DK/NA] 9