

CISG – Introduction to the CISG	3
CISG – Reservation.....	5
CISG – Interpretation of the CISG text and the CISG contract.....	6
CISG – Formation of the sales contract.....	8
CISG – Obligations of the of the Seller – article 30-44	10
CISG – CONFORMITY OF THE GOODS – ART. 35-40.....	11
CISG – Obligations of the buyer – Art. 53-60.....	12
CISG – PASSING OF THE RISK – ARTICLE 66-70	13
INCOTERMS 2010 – PASS OF RISK.....	14
CISG – General about breach and remedies.....	15
CISG – Buyers remedies for Seller’s breach (art. 45-62 & 74-77)	16
CISG – SELLER’S REMEDIES FOR BUYER’S BREACH – ARTICLE 62-65 & 74-77	18
CISG – REMEDIES FOR BOTH THE SELLER AND THE BUYER.....	19
AGREED REMEDIES	20
LETTER OF CREDIT – UCP 600.....	21
THE NORWEGIAN MARITIME CODE – LIABILITY OF THE CARRIER	22
THE NORWEGIAN MARITIME CODE – GENRAL.....	23
THE CMR CONVENTION – GENERAL & LIABILITY	24
NSAB 2015	25
Standard software case – France (S) v Germany (B).....	26
Lamborghini case – Austria (S) v Switzerland (B).....	26
Al Palazzo S.r.l. v Bernadaudi di limoges A/S – France (S) v. Italy (B)	26
Schmitz-Werke v. Rockland – USA (S) v Germany (B).....	26
Machinery Case – Germany (S) v Spain (B)	26
Egg Case – Germany (S) v The Netherlands (B)	27
Mitchell Aircraft Spares v. European Aircraft Services – Sweden (S) v USA (B)	27
Beijing Metals v American Business Center – China (S) v USA (B).....	27
Mussels case – Switzerland (S) v Germany (B).....	27
Cotton Twilled Fabric case – Belgium (S) v Germany (B).....	27
Used shoes case – Germany (S) v Uganda (B).....	28

CISG – Reservation

RELATIONSHIP BETWEEN CISG AND OLDER INTERNATIONAL AGREEMENTS.

CISG art. 90 → Older international agreements about issues governed in the CISG = prevail over CISG.

- Often the CISG and other agreements will work in tandem.

WHAT RESERVATIONS?

CISG art. 92 → **Reservation not to be bound by CISG part 2 and 3** – Must be done before ratification

- Even though 92-declaration, the CISG might apply when PIL says so, cf. CISG art. 1(1)(b).

CISG art. 93 → **Reservation if more than one territorial unit** – can declare that only parts of a state's territory is bound by the CISG – must be done before ratification.

CISG art. 94 → **Reservation if similar or same legal rules as each other** – can declare that a contracting state will use the legal rules that looks the same as the other party's rules – can be done any time.

CISG art. 95 → **Reservation not to be bound by art. 1(1)(b)** – must be done before ratification.

- Use of conflict-of-law rules to determine what law to use.

CISG art. 96 → **Reservation about writing form** – can declare, at any time, that all contracts of sales must be in writing → reservation from art. 11 (freedom of form).

- In conjunction with art. 12 (states that freedom of form doesn't apply if art. 96-reservation).

WITHDRAWAL FROM RESERVATIONS?

CISG art. 97(4) → **Reservation can be withdrawn, at any time, with a formal notification** – Must be done before ratification

LIMITATION OF RESERVATION

CISG art. 98 → **Reservation can only be made if expressly authorized in the CISG**

CISG – Obligations of the of the Seller – article 30-44

CISG art. 30 → Sellers main obligation – Seller must deliver the goods or relevant document OR transfer the property in the goods as required by the contract or the CISG.

PLACE OF DELIVERY

CISG art. 31 → No place of delivery stated by the contract, party practice and trade usage:

- Carriage of goods → When handed over to the first carrier for transmission to the buyer
- Specie-sale, no delivery and placed somewhere the buyer knew about → When ready for buyer
- Other situations → When goods are available for the buyer at Sellers place of business.

CISG art. 32 → Identification and preparation of the goods for delivery:

- Goods must be specified,
- if carriage is required of the seller = S must provide what's necessary for this,
- if S is not required to insure the goods = must provide B with the relevant information to insure.

TIME OF DELIVERY

CISG art. 33 → S must deliver the goods: at the time or within the time-period stated in the contract.

- If not fixed time of delivery = within a reasonable time.

THIRD-PARTY CLAIMS

CISG art. 41-43 → S must deliver free of third party claims – Unless the buyer accepts the third-part rights.

- If seller sells without accept = Seller liable to the third party for claims against the buyer.
- Must happen after domestic law = CISG doesn't govern this area.
- If the buyer knows about a third party claim but doesn't tell the seller = art. 41-42 doesn't apply.

CISG – General about breach and remedies

WHEN BREACH?

- The parties are in breach of the contract, when they don't fulfil their obligations.

WHAT REMEDIES?

- Specific relief – perform obligations (most natural remedy)
- Substitutionary relief – compensation for the loss suffered
- Avoidance – avoid the contract

DOMESTIC SALES LAW AS LIMITATION

CISG art. 28 → **No duty to give specific relief** – unless domestic law would have given det party specific relief = only specific relief if possible after national law.

- Important for common law countries and USA.
- If no specific relief = damage

WHICH PROVISIONS ARE RELEVANT WHEN SPEAKING ABOUT DAMAGE AND REMEDY

CISG art. 25 → **Fundamental breach** – when resulting as substantial detriment to the other party, UNLESS the breach wasn't foreseeable – may not be fixed.

- E.g. – Too dangerous to use + too long delay + differ too much from the contract.
- For the buyer – No pay + no letter of credit + no place of delivery + no taking of delivery.

INTEREST

CISG art. 78 → **Interest** – a party can claim interest if a breaching party doesn't fulfil obligation.

- Can still claim 74-damage
- Applies even though force majeure, cf. Art. 79.
- Must pay from the time of breach (DK don't agree)

Rate of interest – Matter governed but not settled, cf. Art. 7(2) – principle of full compensation – must commentators disagree and think to use domestic law.

CISG art. 84(1) → **Buyer can claim interest from the time of return of payment from the seller**