

Lex Mercatoria: Private International Commercial Law

Lex Mercatoria

copy @ www.lexmercatoria.org

Copyright © 2004 Lex Mercatoria

Contents

Lex Mercatoria: Private International Commercial Law	1
Private International Commercial Law	1
Agency	1
Applicable Law (Conflict of Laws / Proper Law)	1
Contract Principles	2
“Lex Mercatoria?” Contract Principles / Commercial Codes	2
Customs	5
Insolvency	5
other	5
Insurance	5
English Marine Insurance Act	5
Cargo Insurance	5
Jurisdiction and Enforcement	7
Arbitral Recognition and Enforcement	7
EU and EFTA	7
Limitation Periods in the International Sale of Goods	8
Payment Mechanisms and Guarantees	8
Guarantees and Payment Mechanisms	9
Procedure and Evidence	10
Procedure	11
Evidence	11
Procurement of Goods, Construction and Services	11
Sale of Goods	11
CISG	11
Bibliographies:	12
Recommended reference texts:	12
Metadata	16
SiSU Metadata, document information	16

1 **Lex Mercatoria: Private International Commercial Law**

2 **Private International Commercial Law**

3 **Agency**

4 See also <Sale of Goods>

5 <Unidroit Convention on Agency in the International Sale of Goods (1983)>

- <document manifest> ¹
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

6 Council Directive 86/653/EEC EC Directive for the co-ordination of the laws of Member States related to Self-employed Commercial Agents 1986

7 <EU Member States>

8 <Convention on the Law Applicable to Agency (The Hague, 1978)>

- <document manifest> ²
- < html, segmented text>
- < html, scroll, document in one>

¹<http://www.jus.uio.no/lm/unidroit.agency.sog.convention.1983/sisu_manifest.html>

²<http://www.jus.uio.no/lm/hcpil.applicable.law.agency.convention.1978/sisu_manifest.html>

- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<UNCTAD Minimum Standards For Shipping Agents 1988>

- <document manifest> ³
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<Status>

Applicable Law (Conflict of Laws / Proper Law)

See also

<Contract Principles>

<Sale of Goods>

<Convention on the Law Applicable to International Sales of Goods (The Hague, 1955).; The Hague Conference on Private International Law.>

<document manifest> ⁴

³<http://www.jus.uio.no/lm/un.minimum.standards.shipping.agents.convention.1988/sisu_manifest.html>

⁴<http://www.jus.uio.no/lm/hcpil.applicable.law.sog.convention.1955/sisu_manifest.html>

	<ul style="list-style-type: none"> < html, segmented text> < html, scroll, document in one> < pdf, landscape> < pdf, portrait> < odf:odt, open document text> < plain text utf-8> < concordance> < dcc, document content certificate (digests)> 	
16	<p><Convention on the Law Applicable to Contracts for the International Sale of Goods; (The Hague, 1986) The Hague Conference on Private International Law.></p> <ul style="list-style-type: none"> <document manifest> ⁵ < html, segmented text> < html, scroll, document in one> < pdf, landscape> < pdf, portrait> < odf:odt, open document text> < plain text utf-8> < concordance> < dcc, document content certificate (digests)> 	
17	<p><EC Convention on the Law Applicable to Contractual Obligations; (Rome, 1980)></p> <ul style="list-style-type: none"> <document manifest> ⁶ < html, segmented text> < html, scroll, document in one> < pdf, landscape> < pdf, portrait> < odf:odt, open document text> 	
	<ul style="list-style-type: none"> < plain text utf-8> < concordance> < dcc, document content certificate (digests)> <EU Member States> 	18
	<ul style="list-style-type: none"> <Convention on the Law Applicable to Agency; (The Hague, 1978)> <document manifest> ⁷ < html, segmented text> < html, scroll, document in one> < pdf, landscape> < pdf, portrait> < odf:odt, open document text> < plain text utf-8> < concordance> < dcc, document content certificate (digests)> 	19
	<p>Contract Principles</p>	20
	<p>See also</p>	21
	<p><Applicable Law></p>	22
	<p><Sale of Goods></p>	23
	<p><Dispute Settlement></p>	24
	<p><International & Transnational Law sites></p>	25
	<p>“Lex Mercatoria?” Contract Principles / Commercial Codes</p>	26
	<p>Transnational Law Principles - Creeping Codification</p>	27
	<p><Transnational Law Database> at <CENTRAL's Transnational</p>	28

⁵http://www.jus.uio.no/lm/hcpil.applicable.law.sog.convention.1986/sisu_manifest.html

⁶http://www.jus.uio.no/lm/ec.applicable.law.contracts.1980/sisu_manifest.html

⁷http://www.jus.uio.no/lm/hcpil.applicable.law.agency.convention.1978/sisu_manifest.html

Law database on rules and principles of Lex Mercatoria based on Prof. Klaus Peter Berger's concept of the Creeping Codification of Lex Mercatoria is inaugurated on October 26th 2001 at the Conference <Globalization of International Business Law> held at CENTRAL, Muenster University, Germany. Guest speakers include Lord Mustill.

34

<Principles of International Commercial Contracts, 1994; - UNIDROIT, Rome 1994. Commented Version>

- <document manifest>⁹
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

Representing “a significant step in the globalization of legal thinking”. J.M. Perillo 35

“The success of even binding uniform law instruments ... depends at least to a great extent, on their being brought to the attention of the potential users. This is all the more true of non-binding instruments such as the UNIDROIT Principles” M.J. Bonell 36

This is a copy of the official commented version of the Unidroit Principles of International Commercial Contracts prepared using the 37

<Source Document> 38

<UNIDROIT Principles for International Commercial Contracts: A New Lex Mercatoria?> 39

<Principles of International Commercial Contracts>

- <document manifest>¹⁰

⁹<http://www.jus.uio.no/lm/unidroit.international.commercial.contracts.principles.1994.commented/sisu_manifest.html>

¹⁰<http://www.jus.uio.no/lm/unidroit.contract.principles.1994/sisu_manifest.html>

40

29 Unidroit

30

<Principles of International Commercial Contracts, 2004; - UNIDROIT, Rome 2004. Black letter rules only>

- <document manifest>⁸
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

31

<Complete Commented version of the UNIDROIT Principles of International Commercial Contracts, 2004> “The complete version of the UNIDROIT Principles contains not only the black?letter rules reproduced hereunder, but also detailed comments on each article and, where appropriate, illustrations. The volume may be ordered from UNIDROIT at <<http://www.unidroit.org>>

32

For an update of international case law and bibliography relating to the Principles see <<http://www.unilex.info>> .”

33

<UNIDROIT Principles Collection>

⁸<http://www.jus.uio.no/lm/unidroit.international.commercial.contracts.principles.2004/sisu_manifest.html>

[< html, segmented text>](#)
[< html, scroll, document in one>](#)
[< pdf, landscape>](#)
[< pdf, portrait>](#)
[< odf:odt, open document text>](#)
[< plain text utf-8>](#)
[< concordance>](#)
[< dcc, document content certificate \(digests\)>](#)

41 [<UNIDROIT,> Rome, 1994. Text without commentary.](#)

42 [<alternative source>](#)

43 [<alternative source>](#)

44 Other Language editions

45 [<Dutch>](#)

46 [<Contributors>](#)

47 [<UNILEX on CISG and UNIDROIT Principles>](#) and the product <http://www.cnr.it/CRDCS/unilex.htm> International Case Law and Bibliography

48 EU

49 [<Principles of European Contract Law 2002; by the Commission on European Contract Law.>](#)

[<document manifest>](#) ¹¹

[< html, segmented text>](#)
[< html, scroll, document in one>](#)
[< pdf, landscape>](#)
[< pdf, portrait>](#)
[< odf:odt, open document text>](#)

¹¹http://www.jus.uio.no/lm/eu.contract.principles.parts.1.to.3.2002/sisu_manifest.html

[< plain text utf-8>](#)
[< concordance>](#)
[< dcc, document content certificate \(digests\)>](#)

[<Other Language Versions>](#) 50

[<\[REMOVED\] Primary source and other language versions>](#) 51

[<Contributors 1994 Lando Commission>](#) 52

[<EU Member States>](#) 53

54 “The Principles of European Contract are the product of work carried out by the [<Commission on European Contract Law>](#) a body of lawyers drawn from all the Member States of the European Community, under the chairmanship of Professor Ole Lando. They are a response to a need for a Community-wide infrastructure of contract law to consolidate the rapidly expanding volume of Community law regulating specific types of contract”

55 Commented version of the Principles of European Contract Law edited by Ole Lando & Hugh Beale ISBN 9041113053

56 For more information, write to the Secretary of the Commission, Matthias E. STORME, matthias@storme.be

57 [<"Leaving the Shadow for the Test of Practice - On the Future of the Principles of European Contract Law"; by Friedrich Blase, published in The Vindobona Journal of International Commercial Law and Arbitration, Volume 3 Issue 1, 1999 ISSN 1439-9741>](#)

[<document manifest>](#) ¹²

[< html, segmented text>](#)
[< html, scroll, document in one>](#)
[< pdf, landscape>](#)
[< pdf, portrait>](#)

¹²http://www.jus.uio.no/lm/leaving.the.shadow.for.the.test.of.practice.future.of.pecl.1999.friedrich.blase/sisu_manifest.html

- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

58 US

- 59 <US Uniform Commercial Code> from the LII
- 60 <US Contracts> from the LII

61 Customs

- 62 Rather see: <Customs>
- 63 <International Convention on the Simplification and Harmonization of Customs Procedures> (Kyoto, 18 May 1973) | Amending Supplement No. 13 - January 1993 World Customs Organization

64 Insolvency

- 65 <UNCITRAL Model Law on Cross-Border Insolvency 1997>
- <document manifest> ¹³
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

¹³http://www.jus.uio.no/lm/un.cross.border.insolvency.model.law.1997/sisu_manifest.html

other

- <INSOL International> International Federation of Insolvency Professionals 66
- <World Internet Insolvency & Bankruptcy Resources> 67
- <The Insolvency Service> UK Executive Agency within the Department of Trade and Industry 68
- <The UK Bankruptcy and Insolvency Website> 69

Insurance

- See also <Carriage of Goods> 70

English Marine Insurance Act

- <Marine Insurance Act 1906> (English Statute - highly influential, and selected as applicable law by the Institute Cargo Clauses, (the minimum cover of which is in turn selected by default if nothing else is agreed by <INCOTERMS 1990 CIF and CIP> these being the only INCOTERMS which impose upon the seller an insurance obligation)) 71

Cargo Insurance

- The Institute Marine Cargo Clauses <A> <C> <War> and <Strikes> Clauses (London, 1982) Standard terms of insurance. Subject to <English law> - by choice of law clause. 72

- <Institute Marine Cargo Clauses - A - "All Risks">
- <document manifest> ¹⁴

¹⁴http://www.jus.uio.no/lm/institute.marine.cargo.clauses.a.1982/sisu_manifest.html

< html, segmented text>
 < html, scroll, document in one>
 < pdf, landscape>
 < pdf, portrait>
 < odf:odt, open document text>
 < plain text utf-8>
 < concordance>
 < dcc, document content certificate (digests)>

78

<Institute Cargo Clauses - B - "intermediate cover">
 <document manifest> ¹⁵
 < html, segmented text>
 < html, scroll, document in one>
 < pdf, landscape>
 < pdf, portrait>
 < odf:odt, open document text>
 < plain text utf-8>
 < concordance>
 < dcc, document content certificate (digests)>

79

<Institute Cargo Clauses - C - "minimum cover">
 <document manifest> ¹⁶
 < html, segmented text>
 < html, scroll, document in one>
 < pdf, landscape>
 < pdf, portrait>
 < odf:odt, open document text>
 < plain text utf-8>
 < concordance>
 < dcc, document content certificate (digests)>

¹⁵http://www.jus.uio.no/lm/institute.marine.cargo.clauses.b.1982/sisu_manifest.html

¹⁶http://www.jus.uio.no/lm/institute.marine.cargo.clauses.c.1982/sisu_manifest.html

(the minimum cover that is required by <INCOTERMS CIF and CIP (A3b)> if nothing else is agreed) 80

<Institute Cargo Clauses - War Clauses>

<document manifest> ¹⁷
 < html, segmented text>
 < html, scroll, document in one>
 < pdf, landscape>
 < pdf, portrait>
 < odf:odt, open document text>
 < plain text utf-8>
 < concordance>
 < dcc, document content certificate (digests)>

81

82

<Institute Cargo Clauses - Strikes Clauses>

<document manifest> ¹⁸
 < html, segmented text>
 < html, scroll, document in one>
 < pdf, landscape>
 < pdf, portrait>
 < odf:odt, open document text>
 < plain text utf-8>
 < concordance>
 < dcc, document content certificate (digests)>

UNCTAD Model Clauses on Marine Cargo Insurance (Geneva, 1987) 83

<All Risks Cover>

¹⁷http://www.jus.uio.no/lm/institute.marine.cargo.clauses.war.1982/sisu_manifest.html

¹⁸http://www.jus.uio.no/lm/institute.marine.cargo.clauses.strikes.1982/sisu_manifest.html

84

[document manifest](#)¹⁹
[html, segmented text](#)
[html, scroll, document in one](#)
[pdf, landscape](#)
[pdf, portrait](#)
[odf:odt, open document text](#)
[plain text utf-8](#)
[concordance](#)
[dcc, document content certificate \(digests\)](#)

85

Intermediate Cover

[document manifest](#)²⁰
[html, segmented text](#)
[html, scroll, document in one](#)
[pdf, landscape](#)
[pdf, portrait](#)
[odf:odt, open document text](#)
[plain text utf-8](#)
[concordance](#)
[dcc, document content certificate \(digests\)](#)

86

Restricted Cover

[document manifest](#)²¹
[html, segmented text](#)
[html, scroll, document in one](#)
[pdf, landscape](#)
[pdf, portrait](#)
[odf:odt, open document text](#)

¹⁹http://www.jus.uio.no/lm/un.marine.cargo.insurance.all-risks.cover.1987/sisu_manifest.html

²⁰http://www.jus.uio.no/lm/un.marine.cargo.insurance.intermediate.cover.1987/sisu_manifest.html

²¹http://www.jus.uio.no/lm/un.marine.cargo.insurance.restricted.cover.1987/sisu_manifest.html

[plain text utf-8](#)
[concordance](#)
[dcc, document content certificate \(digests\)](#)

4{! ../intellectual.property/toc.html Intellectual Property

87

Jurisdiction and Enforcement

88

[Dispute Settlement - Arbitration](#)

89

Arbitral Recognition and Enforcement

90

[United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards; \(New York, 1958\)](#)

91

[document manifest](#)²²
[html, segmented text](#)
[html, scroll, document in one](#)
[pdf, landscape](#)
[pdf, portrait](#)
[odf:odt, open document text](#)
[plain text utf-8](#)
[concordance](#)
[dcc, document content certificate \(digests\)](#)

[Contracting States/ Status of the Convention](#)

92

EU & EFTA

93

[EC Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters; \(as Amended by the Convention of Accession\) \(Brussels 1968\)](#)

94

²²http://www.jus.uio.no/lm/un.arbitration.recognition.and.enforcement.convention.new.york.1958/sisu_manifest.html

<document manifest> ²³

- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<EU Member States>

<EFTA Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters; (Lugano)>

<document manifest> ²⁴

- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<Full text (with indexed table of contents) only>

Limitation Periods in the International Sale of Goods

<Sale of Goods>

²³http://www.jus.uio.no/lm/ec.jurisdiction.enforcement.judgements.civil.commercial.matters.convention.brussels.1968/sisu_manifest.html

²⁴http://www.jus.uio.no/lm/ec.efta.jurisdiction.enforcement.judgements.civil.commercial.matters.lugano.convention.1988/sisu_manifest.html

<United Nations Convention on the Limitation Period in the International Sale of Goods 1974.>

<document manifest> ²⁵

- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<Contracting States/ Status of the Convention>

101

<United Nations Convention on the Limitation Period in the International Sale of Goods 1974 as amended 1980.>

<document manifest> ²⁶

- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

<Contracting States/ Status of the Convention>

103

Payment Mechanisms and Guarantees

See also <Electronic Commerce.>

104

²⁵http://www.jus.uio.no/lm/un.limitation.period.sog.convention.1974/sisu_manifest.html

²⁶http://www.jus.uio.no/lm/un.limitation.period.sog.convention.1980/sisu_manifest.html

105

106 **Guarantees and Payment Mechanisms**107 **International Transfers**

108

⟨UNCITRAL Model Law on International Credit Transfers⟩

⟨document manifest⟩²⁷

⟨ html, segmented text⟩

⟨ html, scroll, document in one⟩

⟨ pdf, landscape⟩

⟨ pdf, portrait⟩

⟨ odf:odt, open document text⟩

⟨ plain text utf-8⟩

⟨ concordance⟩

⟨ dcc, document content certificate (digests)⟩

109 **UNCITRAL Guide to Electronic Funds Transfers**110 **Letters of Credit**

111 ⟨ICC's Uniform Customs and Practice for Documentary Credits
1993⟩ (UCP 500).

112 ⟨ICC Copyright notice and ordering information⟩

113 **Guarantees**

114

⟨UNCITRAL Convention on Independent Guarantees and Standby Letters of
Credit (New York, 1995)⟩

⟨document manifest⟩²⁸

⟨ html, segmented text⟩

²⁷http://www.jus.uio.no/lm/un.credit.transfers.model.law.1992/sisu_manifest.html

²⁸http://www.jus.uio.no/lm/un.independent.guarantees.and.standby.letters.of.credit.convention.1995/sisu_manifest.html

⟨ html, scroll, document in one⟩

⟨ pdf, landscape⟩

⟨ pdf, portrait⟩

⟨ odf:odt, open document text⟩

⟨ plain text utf-8⟩

⟨ concordance⟩

⟨ dcc, document content certificate (digests)⟩

Bills of Exchange and Promissory Notes

115

116 ⟨Convention Providing a Uniform Law For Bills of Exchange and Promissory
Notes, Geneva, 1930; League of Nations⟩

⟨document manifest⟩²⁹

⟨ html, segmented text⟩

⟨ html, scroll, document in one⟩

⟨ pdf, landscape⟩

⟨ pdf, portrait⟩

⟨ odf:odt, open document text⟩

⟨ plain text utf-8⟩

⟨ concordance⟩

⟨ dcc, document content certificate (digests)⟩

117

⟨UNCITRAL Convention on International Bills of Exchange and International
Promissory Notes 1988⟩

⟨document manifest⟩³⁰

⟨ html, segmented text⟩

⟨ html, scroll, document in one⟩

⟨ pdf, landscape⟩

⟨ pdf, portrait⟩

²⁹http://www.jus.uio.no/lm/bills.of.exchange.and.promissory.notes.convention.1930/sisu_manifest.html

³⁰http://www.jus.uio.no/lm/un.bills.of.exchange.and.promissory.notes.convention.1988/sisu_manifest.html

< odf:odt, open document text>

< plain text utf-8>

< concordance>

< dcc, document content certificate (digests)>

118 <Contracting States/ Status of the Convention>

< pdf, portrait>

< odf:odt, open document text>

< plain text utf-8>

< concordance>

< dcc, document content certificate (digests)>

119 **Factoring**

<text>

124

120

<UNIDROIT Convention on International Factoring>

<document manifest>³¹

< html, segmented text>

< html, scroll, document in one>

< pdf, landscape>

< pdf, portrait>

< odf:odt, open document text>

< plain text utf-8>

< concordance>

< dcc, document content certificate (digests)>

121 <text>

122 **Leasing**

123 <UNIDROIT Convention on Financial Leasing>

<document manifest>³²

< html, segmented text>

< html, scroll, document in one>

< pdf, landscape>

³¹http://www.jus.uio.no/lm/unidroit.factoring.convention.1988/sisu_manifest.html

³²http://www.jus.uio.no/lm/unidroit.financial.leasing.convention.1988/sisu_manifest.html

Assignment of Receivables

125

<United Nations Convention on the Assignment of Receivables in International Trade, 2001>

<document manifest>³³

< html, segmented text>

< html, scroll, document in one>

< pdf, landscape>

< pdf, portrait>

< odf:odt, open document text>

< plain text utf-8>

< concordance>

< dcc, document content certificate (digests)>

126

US UCC

127

<US Uniform Commercial Code from The LII.>

128

Procedure and Evidence

129

See also <Limitation Periods>

130

<p>“Because of the abundance of information, [on the CISG] there is a need to sort out the most helpful publications and determine the types of materials needed. Publications come in a variety of formats--print, disc, and increasingly in electronic form. These recent electronic projects represent breakthrough developments for legal researchers because they use new technologies (i.e., the Internet) and promote cooperation among scholars, practitioners, librarians, and computer specialists. Pace University School of Law is responsible for the major project in this regard. Largely due to the initiative and vision of Albert Kritzer, who is leading the Pace Project, a new tool is being created that will bring together all CISG sources and scholars. Mr. Kritzer, working tirelessly and with experts worldwide, is devoted to making the CISG better known.” Claire M. Germain</p> <p>156 CISG sites include:</p> <p>157 <CISG - International Trade Database> at The Institute of International Commercial Law, Pace University, School of Law. The most comprehensive effort to chart the growing domain of the CISG, See also <The Autonomous Network of CISG Websites></p> <p>158 <CISG Advisory Council></p> <p>159 <CISG Rabel Website> University of Freiburg, Institute of Foreign and International Law</p> <p>160 <CISG France> Professor Claude Witz</p> <p>161 <CISG Japan> Professor Hiroo Sono, Kyushu University, Japan</p> <p>162 <CISG Finland> Professor Tuula ?mm?!?, Faculty of Law, University of Turku</p> <p>163 <CISG Israel> Chief Editor: Dr. Arie Reich, Faculty of Law, Bar-Ilan University</p>	<p>155 <CISG Spain & Latin America> Prof. Dr. Pilar Perales, University of Madrid</p> <p><Case Laws on UNCITRAL Texts (CLOUT)></p> <p><UNILEX on CISG and UNIDROIT Principles> and the product <International Case Law and Bibliography></p> <p>Bibliographies:</p> <p><The United Nations Convention on Contracts for the International Sale of Goods: Guide to Research and Literature> by Claire M. Germain (Cornell Law Library)</p> <p><Bibliography of CISG English-Language Publications> by <Peter Winship></p> <p><CISG Bibliography> at <CISG Database,> IICL, Pace University</p> <p>Recommended reference texts:</p> <p>Uniform Law of International Sales under the 1980 United Nations Convention, John Honnold, Kluwer 1991</p> <p>International Contract Manual Guides to Practical Applications of the [CISG], Albert Kritzer, Kluwer, 1994</p> <p>ULIS & ULF</p> <p><Uniform Law on the International Sale of Goods 1964 (ULIS)> <document manifest>³⁶ < html, segmented text></p> <hr style="width: 20%; margin-left: 0;"/> <p>³⁶<http://www.jus.uio.no/lm/unidroit.ulis.convention.1964/sisu_manifest.html></p>	<p>164</p> <p>165</p> <p>166</p> <p>167</p> <p>168</p> <p>169</p> <p>170</p> <p>171</p> <p>172</p> <p>173</p> <p>174</p> <p>175</p>
--	--	---

- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

176

<Uniform Law on the Formation of Contracts for the International Sale of Goods (1964)>

- <document manifest> ³⁷
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

177

Incoterms

178

<ICC's Incoterms 1990> "International Commercial Terms."

179

<ICC Copyright notice and ordering information>

180

England

181

English <Sale of Goods Act 1979.> (an incomplete presentation of Parts II to VII) England, usually one of the more active participants in the drafting of such Conventions (as the #CISG CISG), is frequently one of the last States to implement them, as is

³⁷<http:

//www.jus.uio.no/lm/unidroit.ulf.convention.1964/sisu_manifest.html>

the case with this Convention. See list of <CISG Contracting States>

England applies the earlier <Uniform Law on International Sale of Goods 1964 (ULIS)> to international sales, but only if adopted by the parties to such a sale. 182

<TOC - table of contents for individual articles> 183

<Full text (with indexed table of contents)> 184

Norway 185

<English Translation of the Norwegian Sale of Goods Act 1988.> 186

<TOC - table of contents for individual articles> 187

<Full text (with indexed table of contents)> 188

The challenges related to the harmonization of a given area of law are many, and go beyond the important agreement of a common text. Such agreement in itself does not guarantee uniformity of application, even where the convention attempts to encourage this through its provisions on <interpretation> . For an excellent article placing the issues in perspective, read "Uniform Words and Uniform Application. The 1980 Sales Convention and International Practice" John Honnold. 189

There has been much success with the #CISG CISG and its uniform adoption (admittedly with not infrequent reservations), there being over <Contracting States.> On the whole, academics and practitioners the world over, can be confident that when they discuss an article of the CISG, and its interaction with other articles, they are discussing the same text, (whether or not they agree as to its meaning).³⁸ 190

³⁸Not all harmonization/ unification efforts lend themselves equally well to this approach. Transformation is more appropriate where there is

191 It appears that Norway alone amongst the contracting States has implemented the CISG through “transformation” thought Israel notably is considering it < > Neither the numbering nor the substantive provisions are the same. Obviously this means that for Norway alone amongst the contracting States it is necessary to search to find e.g. Article 74 (or any other provision of the CISG).³⁹ A question raised is that of the conformity of the transformed text with the original. This is supposedly ultimately taken care of by the “supremacy” clause, (<?88> with ideas which equate to <Article 7> of the CISG). As pointed out, even with identical texts, the problems that arise can be substantial. Even within Norway not everyone is agreed that this transformation is such a wonderful innovation - see for example: Kj?psrettskonvensjon, Norsk Kj?pslov og Internasjonal Rettsenhet, Tidsskrift for Rettsvitenskap 4/1995 p. 569 - “et siktem?l ? pr?ve ? reversere det som har skjedd.” V. Hagstr?m. Other authoritative Norwegian authors including Professor Kai Kr?ger have expressed their agreement.

192 It would have been extremely unfortunate for the CISG, (and mitigated considerably the success it today represents in the harmonization of international sales law), if several countries had chosen such a course of implementation.

193 This is no criticism of the Norwegian domestic sales law or the Norwegian Sale of Goods Act (which incidentally, is in other respects substantially the same as that of other Nordic countries),

necessarily a large domestic law element in the area of law concerned. In these circumstances, the legal text is more likely to be promulgated as a model law. Even here it is vital that as far as possible the text (and article numbering) remain intact. Yet other approaches are appropriate in given circumstances - e.g. where agreement is reached on part of a complex area of law and it is left to the individual States to ensure the changes are implemented; or the EU approach with directives, which member states are left to implement individually - note that in that case there is recourse to the European Court if legislation is not implemented correctly or on time.

³⁹And to understand what it has become/ how it has been implemented.

but of Norway's implementation of the CISG. From an international (harmonization of law) perspective it is a mistake which hopefully will not be repeated elsewhere.

For advice on the implementation of this Convention contact <UNCITRAL.> See the:

Norwegian Sale of Goods Act - CISG concordance table, 195

CISG - Norwegian Sale of Goods Act concordance table 196

Only the 197

The full text ISBN 82-7511-003-3 may be obtained from: 198

Tel. 22 60 32 90. Fax 22 69 55 93. 199

None of the Nordic countries implement Part II of the Convention on formation of contracts (having made 200

For a Scandinavian view of the CISG see: 201

“Understanding the CISG in Scandinavia” Joseph Lookofsky. DJ?F Publishing 1996 ISBN 87-574-7420-6 202

US 203

<US Uniform Commercial Code from The LII.> 204

Other 205

<The Autonomous Contract: Reflecting the borderless electronic-commercial environment in contracting; Ralph Amisshah (September 1997, Bergen) Paper presented at the XIII nordiske konferanse i rettsinformatikk 17-19 september 1997 "Ulike juridiske aspekter ved et elektronisk marked" organised by the Norwegian Research Center for Computers and Law.>

<document manifest> ⁴⁰

⁴⁰<http://www.jus.uio.no/lm/the.autonomous.contract.07.10.1997.amisshah/sisu_manifest.html>

- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

207

<Revisiting the Autonomous Contract: Transnational contracting, trends and supportive structures; (2000) Ralph Amissah>

- <document manifest⁴¹>
- < html, segmented text>
- < html, scroll, document in one>
- < pdf, landscape>
- < pdf, portrait>
- < odf:odt, open document text>
- < plain text utf-8>
- < concordance>
- < dcc, document content certificate (digests)>

⁴¹<http://www.jus.uio.no/lm/autonomous.contract.2000.amissah/sisu_manifest.html>

Metadata

SiSU Metadata, document information

Document Manifest @:

`<http://www.jus.uio.no/lm/private.international.commercial.law/sisu_manifest.html>`

Title: Lex Mercatoria: Private International Commercial Law

Creator: Lex Mercatoria

Rights: Copyright (C) 2004 Lex Mercatoria

Subject: private international commercial law

Publisher: SiSU `<http://www.jus.uio.no/sisu>` (this copy)

Date: 2004

Topics Registered: site navigation;private international law

Version Information

Sourcefile: private.international.commercial.law.sst

Filetype: SiSU text 2.0

Source Digest: SHA256(private.international.commercial.law.sst)=df3228e4-c434a72f863a12852598d6a613ec4889873aa8dc27ca3611457cf903

Skin Digest: SHA256(skin_lm_nav.rb)=87fe13748e3cbcb0dedea211464f31bb-26b0b111fd877b18f1812e06ec059cd5

Generated

Document (dal) last generated: Tue Sep 21 17:28:32 -0400 2010

Generated by: SiSU 2.6.3 of 2010w30/3 (2010-07-28)

Ruby version: ruby 1.8.7 (2010-08-16 patchlevel 302) [i486-linux]