

# **Uniform Law on the Formation of Contracts for the International Sale of Goods (1964)**

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1 **Uniform Law on the Formation of Contracts for the  
International Sale of Goods (1964)**

2 **Article 1**

3 The present law shall apply to the formation of contracts of sale of  
goods which, if they were concluded, would be governed by the  
Uniform Law on the International Sale of Goods.

4 **Article 2**

5 1. The provision of the following Articles shall apply except to the  
extent that it appears from the preliminary negotiations, the offer,  
the reply, the practices which the parties have established between  
themselves or usage, that other rules apply.

6 2. However, a term of the offer stipulating that silence shall amount  
to acceptance is invalid.

7 **Article 3**

8 An offer or an acceptance need not be evidenced by writing and  
shall not be subject to any other requirement as to form. In partic-  
ular, they may be proved by means of witnesses.

9 **Article 4**

10 1. The communication which one person addresses to one or more  
specific persons with the object of concluding a contract of sale  
shall not constitute an offer unless it is sufficiently definite to per-  
mit the conclusion of the contract by acceptance and indicates the  
intention of the offeror to be bound.

11 2. This communication may be interpreted by reference to and

supplemented by the preliminary negotiations, any practices which  
the parties have established between themselves, usage and  
the provisions of the Uniform Law on the International Sale of  
Goods.

**Article 5**

1. The offer shall not bind the offeror until it has been communi- 13  
cated to the offeree; it shall lapse if its withdrawal is communicated  
to the offeree before or at the same time as the offer.

2. After an offer has been communicated to the offeree it can be 14  
revoked unless the revocation is not made in good faith or in con-  
formity with fair dealing or unless the offer states a fixed time for ac-  
ceptance or otherwise indicates that it is firm or irrevocable.

3. An indication that the offer is firm or irrevocable may be ex- 15  
press or implied from the circumstances, the preliminary negoti-  
ations, and any practices which the parties have established be-  
tween themselves or usage.

4. A revocation of an offer shall only have effect if it has been com- 16  
municated to the offeree before he has despatched his acceptance  
or has done any act treated as acceptance under paragraph 2 of  
Article 6.

**Article 6**

1. Acceptance of an offer consists of a declaration communicated 18  
by any means whatsoever to the offeror.

2. Acceptance may also consist of the despatch of the goods or 19  
of the price or of any other act which may be considered to be  
equivalent to the declaration referred to in paragraph 1 of this Arti-

cle either by virtue of the offer or as a result of practices which the parties have established between themselves or usage.

**Article 7**

1. An acceptance containing additions, limitations or other modifications shall be a rejection of the offer and shall constitute a counter-offer.

2. However, a reply to an offer which purports to be an acceptance but which contains additional or different terms which do not materially alter the terms of the offer shall constitute an acceptance unless the offeror promptly objects to the discrepancy; if he does not so object the terms of the contract shall be the terms of the offer with the modifications contained in the acceptance.

**Article 8**

1. A declaration of acceptance of an offer shall have effect only if it is communicated to the offeror within the time he has fixed or, if no such time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, including the rapidity of the means of communication employed by the offeror, and usage. In the case of an oral offer, the acceptance shall be immediate, if the circumstances do not show that the offeree shall have time for reflection.

2. If a time for acceptance is fixed by an offeror in a letter or in a telegram, it shall be presumed to begin to run from the day the letter was dated or the hour of the day the telegram was handed in for despatch.

3. If an acceptance consists of an act referred to in paragraph 2 of Article 6, the act shall have effect only if it is done within the period laid down in paragraph 1 of the present Article.

**Article 9**

1. If the acceptance is late, the offeror may nevertheless consider it to have arrived in due time on condition that he promptly so informs the acceptor orally or by despatch of a notice.

2. If however the acceptance is communicated late, it shall be considered to have been communicated in due time, if the letter or document which contains the acceptance shows that it has been sent in such circumstances that if its transmission had been normal it would have been communicated in due time; this provision shall not however apply if the offeror has promptly informed the acceptor orally or by despatch of a notice that he considers his offer as having lapsed.

**Article 10**

An acceptance cannot be evoked except by a revocation which is communicated to the offeror before or at the same time as the acceptance.

**Article 11**

The formation of the contract is not affected by the death of the parties or by his becoming incapable of contracting before acceptance unless the contrary results from the intention of the parties, usage or the nature of the transaction.

**Article 12**

1. For the purpose of the present law, the expression "to be communicated" means to be delivered at the address of the person to whom the communication is directed.

36 2. Communications provided for by the present Law shall be made  
by the means usual in the circumstances.

37 **Article 13**

38 1. "Usage" means any practice or method of dealing which reason-  
able persons in the same situation as the parties usually consider  
to be applicable to the formation of their contract.

39 2. Where expressions, provisions or forms of contract commonly  
used in commercial practice are employed, they shall be inter-  
preted according to the meaning usually given to them in the trade  
concerned.

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