

Article 1

(1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:

- (a) When the States are Contracting States; or
- (b) When the rules of private international law lead to the application of the law of a Contracting State.

(2) The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.

(3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.

OVERVIEW

1. This article sets forth some of the Convention's applicability requirements. To determine whether the Convention applies in a given case, it is, however, equally important to look to other provisions which also help to define the Convention's sphere of application. In this respect, it is worth pointing to articles 2 and 3, which respectively narrow and extend the Convention's substantive sphere of application. As for the Convention's temporal sphere of application, it is defined by article 100.

CONVENTION PREVAILS OVER RECOURSE TO PRIVATE INTERNATIONAL LAW

2. Whenever a contract for the sale of goods is international (in some sense of that term), courts cannot simply resort to their own substantive law to solve disputes arising out that contract. Rather, courts must determine which substantive rules to resort to in order to do so. Traditionally, when a situation is international, courts resort to the private international law rules in force in their country to determine which substantive rules to apply. In those countries, however, where international uniform substantive rules are in force, such as those set forth by the Convention, courts must determine whether those international uniform substantive rules apply before resorting to private international law rules at all.¹ This means that recourse to the Convention prevails over recourse to the forum's private international law rules.² This approach has been justified on the grounds that, as a set of uniform substantive law rules,³ the Convention is more specific insofar as its sphere of application is more limited and leads directly to a substantive solution,⁴ whereas resort to private international law requires a two-step approach—that is, the identification of the applicable law and the application thereof.⁵

INTERNATIONALITY AND PLACE OF BUSINESS

3. The Convention does not apply to every kind of contracts for the international sale of goods; rather, its sphere of application is limited to contracts for the sale of goods that meet a specific internationality requirement set forth in article 1 (1). Pursuant to that provision, a contract for the sale of goods is international when the parties have—at the moment of the conclusion of the contract⁶—their relevant places of business in different States.⁷ One court stated that the relevant places of business of the parties are their “principal places of business”.⁸

4. The concept of “place of business” is critical in the determination of internationality. The Convention, however, does not define it,⁹ although it does address the problem of which of a party's multiple places of business is to be taken into account in determining internationality (article 10).¹⁰

5. According to several courts, “place of business” can be defined as “the place from which a business activity is de facto carried out [...]; this requires a certain duration and stability as well as a certain amount of autonomy”.¹¹ Similarly, one tribunal stated that there is a place of business where there is “a permanent and stable business organisation and not the place where only preparations for the conclusion of a single contract have been made”.¹² According to one court, for there to be a “place of business”, “it suffices that there exists an organization of certain continuance”.¹³ A different court simply stated that the “[p]lace of business in the meaning of article 1 and 10 CISG is the actual place of business”.¹⁴ One court stated that the place where goods are merely stored does not constitute a “place of business” for the purpose of the Convention.¹⁵ The same is true as regards a booth at an exhibition.¹⁶ An arbitral tribunal stated that “[t]he mere place of contracting does not constitute a place of business; neither does the locality where the negotiations have taken place.”¹⁷ Another court has concluded that a liaison office cannot be considered a “place of business” under the Convention.¹⁸

6. The internationality requirement is not met where the parties have their relevant places of businesses in the same country.¹⁹ This is true even where they have different nationalities, as article 1 (3) states that “the nationality of the parties [...] is [not] to be taken into consideration in determining the application of this Convention”.²⁰ Also, the fact that the place of the conclusion of the contract is located in a different State from the State in which the performance takes place does not render the contract “international”.²¹ For the purposes of the Convention’s applicability, the parties’ civil or commercial character is also irrelevant.²²

7. Where a contract for the sale of goods is concluded through an intermediary, it is necessary to establish who the parties to the contract are in order to determine whether the contract is international. As the issue of who is party to a contract is not dealt with in the CISG,²³ the question must be answered by reference to the law applicable by virtue of the rules of private international law of the forum. The places of business of the parties as determined in this fashion are the ones relevant to analysing whether the contract is international.²⁴

8. According to article 1 (2), internationality is irrelevant where “the fact that the parties have their places of business in different States [...] does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract”.²⁵ Thus, the Convention protects the parties’ reliance upon what appears to be a domestic setting for a transaction. The party that asserts that the Convention is not applicable because the internationality of the contract was not apparent must prove its assertion.²⁶

AUTONOMOUS APPLICABILITY

9. The internationality of a contract for the sale of goods, by itself, is not sufficient to make the Convention applicable.²⁷ Article 1 (1) lists two additional alternative criteria for applicability, one of which has to be met in order for the Convention to apply as part of the law of the forum.²⁸ According to the criterion set forth in article 1 (1) (a), the Convention is “directly”²⁹ or “autonomously”³⁰ applicable, i.e., without the need to resort to the rules of private international law,³¹ or contracting parties’ mutual agreement upon its application,³² when the States in which the parties have their relevant places of business are Contracting States.³³ As the list of Contracting States grows, this criterion is leading to application of the Convention in an increasing number of cases.³⁴

10. In order for the Convention to be applicable by virtue of article 1 (1) (a), the parties must have their relevant place of business in a Contracting State. “If the two States in which the parties have their places of business are Contracting States, the Convention applies even if the rules of private international law of the forum would normally designate the law of a third country.”³⁵ This is true, unless the parties have designated a given law with the intention to exclude the Convention, which they are allowed to do pursuant to article 6.³⁶

11. The time when a State becomes a Contracting State is determined by article 99 and temporal rules for applying the Convention under article 1 (1) (a) are set forth in article 100. For the Convention to apply by virtue of article 1 (1) (a), one must also take into account whether the States in which the parties have their relevant place of business have declared either an article 92 or an article 93 reservation. Where one State has made an article 92 reservation declaring that it is not bound by a specified part of the Convention, the Convention as a whole cannot be applicable by virtue of article 1 (1) (a). Rather, one must determine on the basis of article 1 (1) (b) whether the part of the Convention to which the reservation relates applies to the contract.³⁷ The same is true *mutatis mutandis* if a party is located in a territory of a Contracting State in relation to which the State has declared, pursuant to article 93, that the Convention does not extend.³⁸ On the basis of article 93, some courts consider parties who have their place of business in Hong Kong as having their place of business in a non-Contracting State, thus making it impossible for them to apply the Convention pursuant to article 1 (1) (a),³⁹ while other courts consider those parties to have their place of business in a Contracting State.⁴⁰

12. A Contracting State that declared an article 95 reservation is to be considered a full-fledged Contracting State for the purpose of article 1 (1) (a).⁴¹ Thus, the Convention can apply pursuant to article 1 (1) (a) also in the courts of Contracting States that declared an article 95 reservation,⁴² and this even where both parties have their place of business in a Contracting State that declared an article 95 reservation.⁴³

13. According to some courts outside of China, Hong Kong is not considered a Contracting State to the Convention, since China has not extended the applicability of the Convention to Hong Kong.⁴⁴ It has been held, however, that the Convention extends to Hong Kong,⁴⁵ thus allowing the Convention to apply even pursuant to article 1 (1) (a). By contrast, courts in mainland China have consistently refused to apply the Convention to a contract between a party having its place of business in Hong Kong and a party having its place of business in a Contracting State.⁴⁶

INDIRECT APPLICABILITY

14. In Contracting States the Convention can also be applicable—by virtue of article 1 (1) (b)—where only one (or neither) party has its relevant place of business in a Contracting State,⁴⁷ as long as the rules of private international law lead to the law of a Contracting State.⁴⁸ Since the relevant rules of private international law are those of the forum,⁴⁹ it will depend on the domestic rules of private international law whether the parties are allowed to choose the applicable law, whether one has to look into the rules of private international of the law designated by the rules of private international of the forum (*renvoi*), etc.

15. Where the private international law rules of the forum are based upon the 1980 Rome Convention on the Law Applicable to Contractual Obligations,⁵⁰ the parties’ choice of the law of a Contracting State can lead to the applicability of the Convention by virtue of article 1 (1) (b),⁵¹ since article 3 of the Rome Convention recognizes party autonomy.⁵² This is also true where the rules of private international

law of the forum are those laid down in the 1955 Hague Convention on the Law Applicable to International Sales,⁵³ as article 2⁵⁴ of this Convention also obliges judges to apply the law designated by the parties.⁵⁵

16. In arbitral proceedings, the Convention may be selected by the parties to govern their dispute.⁵⁶ In state court proceedings, parties are not allowed to choose the Convention as the law applicable to their dispute where it would otherwise not apply, at least not in those courts that have to apply either the 1980 Rome Convention on the Law Applicable to Contractual Obligations or the 1955 Hague Convention on the Law Applicable to International Sales. This is due to the fact that these Conventions allow parties to choose only the law of a State to govern their dispute; non-State rules—as well as the Convention in cases where it would otherwise not apply—cannot be chosen. The choice of the Convention in cases where it would otherwise not apply amounts, however, to an incorporation by reference of the rules of the Convention into the contract. In this case, the rules of the Convention may not override the mandatory rules of the otherwise applicable law.

17. Where the parties did not make a choice of law or where their choice is not valid, one has to resort to the objective connecting factors of the rules of private international law of the forum to determine which law applies, and thus, whether the Convention is applicable by virtue of article 1 (1) (b). Pursuant to article 4 (1) of the 1980 Rome Convention on the Law Applicable to Contractual Obligations, absent a valid choice of law, one has to apply the law “most closely connected” to the contract;⁵⁷ according to article 4 (2), it is presumed that the contract is most closely connected with the country where the party who is to effect the performance which is characteristic of the contract has its habitual residence at the time of conclusion of the contract. For this reason, the Convention has often been applied by courts in contracting States to the Rome Convention when the seller, who is the party that has to effect the characteristic performance,⁵⁸ had its place of business in a Contracting State to the CISG.⁵⁹ Under the 1955 Hague Convention, absent a choice of law the law of the seller applies,⁶⁰ except in cases where the seller receives the order for the goods in the buyer’s country, in which case the law of the buyer governs.⁶¹

18. At the 1980 Diplomatic Conference, a delegate argued that countries with special legislation on international trade should be allowed to avoid “the effect which article 1 (1) (b) would have on the application of their special legislation”.⁶² As a consequence, article 95 was introduced to give Contracting States the opportunity to choose not to be bound by article 1 (1) (b).⁶³ Judges located in Contracting States that have declared an article 95 reservation will not apply the Convention by virtue of article 1 (1) (b); as mentioned earlier,⁶⁴ this does not, however, affect the Convention’s applicability in such States by virtue of article 1 (1) (a).⁶⁵

19. A Contracting State which makes a declaration in accordance with article 92 (1) in respect of either Part II or Part III of the Convention is not to be considered a Contracting State within article 1 (1) of the Convention in respect of matters governed by the Part to which the declaration refers.⁶⁶

20. Although the Convention does not bind non-Contracting States, it has been applied in courts of non-Contracting

States where the forum’s rules of private international law led to the law of a Contracting State.⁶⁷

CONTRACTS GOVERNED BY THE CONVENTION

21. The Convention applies to contracts for the sale of goods—irrespective of the label given to the contract by the parties.⁶⁸ Although the Convention does not provide any definition of this type of contract,⁶⁹ an autonomous⁷⁰ description can be derived from articles 30 and 53.⁷¹ Thus, a contract for the sale of goods covered by the Convention can be defined as a contract pursuant to which one party (the seller) is bound to deliver the goods and transfer the property in the goods sold and the other party (the buyer) is obliged to pay the price and accept the goods.⁷² One court has declared that the essence of the contract governed by the Convention lies in goods being exchanged for money.⁷³ Therefore a Supreme Court held that a repurchase obligation is also governed by CISG in a sales contract that as such fell under the Convention.⁷⁴

22. The Convention covers contracts for the delivery of goods by instalments,⁷⁵ as can be derived from article 73 of the Convention, and contracts providing for the delivery of the goods sold directly from the supplier to the seller’s customer.⁷⁶ Pursuant to article 29, contracts modifying a sales contract also fall within the substantive sphere of application of the Convention.⁷⁷

23. Article 3 contains a special rule which extends—within certain limits—the Convention’s substantive sphere of application to contracts for the sale of goods to be manufactured or produced as well as to contracts pursuant to which the seller is also bound to deliver labour or services.

24. Most courts considering the issue have concluded that the Convention does not apply to distribution agreements,⁷⁸ or framework agreements,⁷⁹ as these agreements focus on the “organization of the distribution” rather than the transfer of ownership of goods.⁸⁰ The various contracts for the sale of goods concluded in execution of a distribution agreement, can, however, be governed by the Convention,⁸¹ even where the distribution agreement was concluded before the entry into force of the Convention.⁸²

25. Franchise agreements also fall outside the Convention’s sphere of application.⁸³ According to some arbitral tribunals, the Convention does not apply to barter transactions.⁸⁴ According to a different arbitral tribunal, the Convention does govern barter transactions.⁸⁵

26. Turn-key contracts are not governed by the Convention.⁸⁶ In one case the court concluded that the Convention does not apply to the contracts for exchange of goods (barter transactions).⁸⁷

GOODS

27. The Convention does not define “goods”. This does not mean one should resort to one’s domestic definition. In light of article 7 (1), the concept of “goods” should be interpreted autonomously, in light of the Convention’s

“international character” and “the need to promote uniformity in its application”, rather than referring to domestic law for a definition.⁸⁸

28. According to case law, “goods” in the sense of the Convention are items that are, at the moment of delivery,⁸⁹ “moveable and tangible”,⁹⁰ regardless of their shape⁹¹ and whether they are solid,⁹² used or new,⁹³ inanimate or alive.⁹⁴ It does not matter that the contract obliges the seller to install such goods on land unless the supply of labour or services is the preponderant part (article 3 (2)).⁹⁵ Intangibles, such as intellectual property rights, goodwill,⁹⁶ an interest in a limited liability company,⁹⁷ or an assigned debt,⁹⁸ have

been considered not to fall within the Convention’s concept of “goods”. The same is true for a market research study.⁹⁹ According to one court, however, the concept of “goods” is to be interpreted “extensively,”¹⁰⁰ perhaps suggesting that the Convention might apply to goods that are not tangible.

29. Whereas the sale of computer hardware clearly falls within the sphere of application of the Convention,¹⁰¹ the issue is not so clear when it comes to software. Some courts consider only standard software to be “goods” under the Convention;¹⁰² another court concluded that any kind of software, including custom-made software, should be considered “goods”.¹⁰³

Notes

¹Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

²For this view, see High People’s Court of Tianjin Municipality, People’s Republic of China, 18 June 2012, (Knoles & Carter La Piel, Inc. v. Fuguo Leather Industrial Corp.) (2012) *Jin Gao Min Si Zhong Zi* No. 128 Civil Judgment, available on the Internet at www.ccmt.org.cn; High People’s Court of Zhejiang Province, People’s Republic of China, 26 August 2011, (Daewoo GSI (Korea) Co. Ltd v. Zhejiang Wuyi Tea Co. Ltd) (2011) *Zhe Shang Wai Zhong Zi* No. 16 Civil Judgment, available on the Internet at www.court.gov.cn; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Schleswig, Germany, 24 October 2008, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 888 [Kantonsgericht Schaffhausen, Switzerland, 20 October 2003]; Obergericht Thurgau, Switzerland, 11 September 2003, available on the Internet at www.cisg-online.ch; Oberster Gerichtshof, Austria, 18 December 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 648 [Corte di Cassazione, Italy, 18 October 2002]; CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999]; Landgericht Zwickau, Germany, 19 March 1999, available on the Internet at www.cisg-online.ch; CLOUT case No. 251 [Handelsgericht des Kantons Zürich, Switzerland, 30 November 1998]; CLOUT case No. 345 [Landgericht Heilbronn, Germany, 15 September 1997]; CLOUT case No. 84 [Oberlandesgericht Frankfurt a.M., Germany, 20 April 1994] (see full text of the decision). For national court decisions contrary to this view, see Supreme People’s Court, People’s Republic of China, 30 April 2014, (C & J Sheet Metal Co. Ltd v. Wenzhou Chenxing Machinery Co. Ltd), (2014) *Min Shen Zi* No. 266 Civil Ruling, available on the Internet at www.court.gov.cn, affirming High People’s Court of Zhejiang Province, People’s Republic of China, 27 December 2013, (2013) *Zhe Shang Wai Zhong Zi* No. 144 Civil Judgment, available on the Internet at www.ccmt.org.cn; High People’s Court of Shandong Province, People’s Republic of China, 27 June 2005 (Norway Royal Supreme Seafood Co. v. Rizhao Jixiang Seafood Co. Ltd et al.), (2004) *Lu Min Si Zhong Zi* No. 44 Civil Judgment, available on the Internet at www.ccmt.org.cn.

³For decisions stating that the Convention sets forth substantive rules, see U.S. District Court, Northern District of California, United States, 2 November 2005, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 480 [Cour d’appel de Colmar, France, 12 June 2001] (see full text of the decision); CLOUT case No. 424 [Oberster Gerichtshof, Austria, 9 March 2000] (see full text of the decision); Tribunale d’appello, Lugano, Switzerland, 8 June 1999, Unilex.

⁴For this approach, see CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

⁵CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

⁶See CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); Oberlandesgericht Dresden, Germany, 27 December 1999, available on the Internet at www.cisg-online.ch.

⁷See Polimeles Protodikio Athinon, Greece, 2009 docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision); CLOUT case No. 168 [Oberlandesgericht Köln, Germany, 21 May 1996] (see full text of the decision); CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994].

⁸U.S. District Court, Eastern District of Pennsylvania, United States, 29 January 2010, available on the Internet at www.cisg.law.pace.edu.

⁹For an express reference to the fact that the Convention does not define the concept of “place of business”, see CLOUT case No. 930 [Tribunal cantonal du Valais, Switzerland, 23 May 2006] (see full text of the decision).

¹⁰See CLOUT case No. 746 [Oberlandesgericht Graz, Austria, 29 July 2004].

¹¹Oberlandesgericht Hamm, Germany, 2 April 2009, available on the Internet at www.cisg-online.ch; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); CLOUT case No. 904 [Tribunal cantonal du Jura, Switzerland, 3 November 2004] (see full text of the decision); CLOUT case No. 746 [Oberlandesgericht Graz, Austria, 29 July 2004] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Stuttgart, Germany, 28 February 2000, *Internationales Handelsrecht*, 2001, 66; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); for a similar definition see CLOUT case No. 930 [Tribunal cantonal du Valais, Switzerland, 23 May 2006]; CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994] (see full text of the decision); for a court decision stating that the phrase “place of business” requires the parties to “really” do business out of that place, see CLOUT case No. 360 [Amtsgericht Duisburg, Germany, 13 April 2000], also available on the Internet at www.cisg.law.pace.edu.

¹²ICC Court of Arbitration, France, Arbitral award case No. 9781, English translation available on the Internet at www.cisg.law.pace.edu.

¹³Tribunal cantonal du Valais, Switzerland, 19 August 2003, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁴CLOUT case No. 360 [Amtsgericht Duisburg, Germany, 13 April 2000] (see full text of the decision).

¹⁵CLOUT case No. 930 [Tribunal cantonal du Valais, Switzerland, 23 May 2006] (see full text of the decision).

¹⁶Ibid.

¹⁷ICC Court of Arbitration, France, Arbitral award case No. 9781, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁸See CLOUT case No. 158 [Cour d’appel de Paris, France, 22 April 1992].

¹⁹See, for example, CLOUT case No. 698 [Superior Court of Massachusetts, United States, 28 February 2005].

²⁰For references to the irrelevance of the parties’ nationality, see CLOUT case No. 746 [Oberlandesgericht Graz, Austria, 29 July 2004] (see full text of the decision); Rechtbank van Koophandel, Hasselt, 13 May 2003, Belgium, available on the Internet at www.law.kuleuven.be; CLOUT case No. 445 [Bundesgerichtshof, Germany, 31 October 2001], also in *Internationales Handelsrecht*, 2002, 14 et seq.; Rechtbank Koophandel Veurne, Belgium, 25 April 2001, available on the Internet at www.law.kuleuven.be; Court of Arbitration of the Bulgarian Chamber of Commerce and Industry, award No. 56/1995, Unilex.

²¹See Oberlandesgericht Köln, Germany, 27 November 1991, Unilex.

²²See CLOUT case No. 445 [Bundesgerichtshof, Germany, 31 October 2001], also in *Internationales Handelsrecht*, 2002, 16.

²³For court decisions stating that issues of agency law and related matters are not dealt with by the Convention, see Supreme People’s Court, People’s Republic of China, 30 June 2014, (ThyssenKrupp Metallurgical Products GmbH v. Sinochem International (Overseas) Pte Ltd), (2013) *Min Si Zhong Zi* No. 35 Civil Judgment, available on the Internet at www.court.gov.cn; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision); CLOUT case No. 189 [Oberster Gerichtshof, Austria, 20 March 1997] (see full text of the decision); CLOUT case No. 335 [Appellationsgericht Tessin, Switzerland, 12 February 1996], also in *Schweizerische Zeitschrift für europäisches und internationales Recht* 1996, 135 ff.; CLOUT case No. 334 [Obergericht des Kantons Thurgau, Switzerland, 19 December 1995]; Landgericht Kassel, Germany, 22 June 1995, Unilex; CLOUT Case No. 410 [Amtsgericht Alsfeld, Germany, 12 May 1995] also in *Neue Juristische Wochenschrift Rechtsprechungs—Report* 1996, 120 f.; CLOUT case No. 80 [Kammergericht Berlin, Germany, 24 January 1994] (see full text of the decision); CLOUT case No. 95 [Zivilgericht Basel-Stadt, Switzerland, 21 December 1992] (see full text of the decision); CLOUT case No. 5 [Landgericht Hamburg, Germany, 26 September 1990].

²⁴See Oberlandesgericht Köln, Germany, 13 November 2000, available on the Internet at www.cisg.law.pace.edu.

²⁵For a reference to this provision in case law, see Landgericht Stuttgart, Germany, 29 October 2009, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; *Polimeles Protodikio Athinon*, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; High Commercial Court of Belgrade, Serbia, 22 April 2008, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision); CLOUT case No. 425 [Oberster Gerichtshof, Austria, 21 March 2000], also in *Internationales Handelsrecht* 2001, 40 f.; ICC Court of Arbitration, France, Arbitral award case No. 9781, English translation available on the Internet at www.cisg.law.pace.edu.

²⁶See CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

²⁷See CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

²⁸Federal Court of Australia, Australia, 28 September 2010, available on the Internet at www.cisg.law.pace.edu (“The Convention is not to be treated as a foreign law which requires proof as a fact”).

²⁹See Dalian Maritime Court, People’s Republic of China, 29 June 2005 (Minermet S.p.A. Italy v. China Metallurgical Import & Export Dalian Co., China Shipping Development Co., Ltd Tramp Co.), (2004) *Da Hai Chang Shang Wai Chu Zi* No. 1 Civil Judgment, English translation available on the Internet at www.cisg.law.pace.edu, affirmed by High People’s Court of Liaoning Province, People’s Republic of China, 10 December 2015, (2005) *Liao Min Si Zhong Zi* No. 132 Civil Judgment, available on the Internet at www.pkulaw.cn; Amtsgericht Sursee, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; Handelsgericht Aargau, Switzerland, 19 June 2007, available on the Internet at www.cisg-online.ch; Bundesgericht, Switzerland, 11 July 2000, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 261 [Bezirksgericht der Sanne, Switzerland, 20 February 1997].

³⁰See High People's Court of Tianjin Municipality, People's Republic of China, 18 June 2012, (Knoles & Carter La Piel, Inc v. Fuguo Leather Industrial Corp.) (2012) *Jin Gao Min Si Zhong Zi* No. 128 Civil Judgment, available on the Internet at www.ccmt.org.cn; Amtgericht Sursee, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision); CLOUT case No. 189 [Oberster Gerichtshof, Austria, 20 March 1997] (see full text of the decision).

³¹See Amtgericht Sursee, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; CLOUT case No. 650 [Corte di Cassazione, Italy, 20 September 2004] (see full text of the decision); CLOUT case No. 268 [Bundesgerichtshof, Germany, 11 December 1996] (see full text of the decision).

³²Supreme People's Court, People's Republic of China, 30 June 2014, (ThyssenKrupp Metallurgical Products GmbH v. Sinochem International (Overseas) Pte Ltd), (2013) *Min Si Zhong Zi* No. 35 Civil Judgment, available on the Internet at www.court.gov.cn; Supreme People's Court, People's Republic of China, 30 April 2014, (C & J Sheet Metal Co. Ltd v. Wenzhou Chenxing Machinery Co. Ltd), (2014) *Min Shen Zi* No. 266 Civil Ruling available on the Internet at <http://caseshare.cn>, affirming High People's Court of Zhejiang Province, People's Republic of China, 27 December 2013, (2013) *Zhe Shang Wai Zhong Zi* No. 144 Civil Judgment, available on the Internet at www.ccmt.org.cn; Supreme People's Court, People's Republic of China, 24 December 2012, (Egypt Elborsh Co. v. Geng Qunying et al.), (2012) *Min Shen Zi* No. 1402 Civil Ruling, available on the Internet at www.court.gov.cn reversing Hebei High People's Court, (2010) *Ji Min San Zhong Zi* No. 59. Thus the Convention is not ousted by a challenge made by one party to its applicability: High People's Court of Zhejiang Province, People's Republic of China, 20 August 2014, (Grand Resources Group Co. Ltd v. STX Corp.) (2014) *Zhe Shang Wai Zhong Zi* No. 48 Civil Judgment, available on the Internet at www.ccmt.org.cn; Beijing High People's Court, 18 March 2005, (Beijing Chenguang Huilong Electronic Technology Co. Ltd v. Thales Communications (France) Co. Ltd), (2004) *Gao Min Zhong Zi* No 576 Civil Judgment, available on the Internet at www.ccmt.org.cn.

³³See, however, U.S. District Court, Eastern District of Kentucky, United States, 18 March 2008, available on the Internet at www.cisg.law.pace.edu, stating that the Convention applies to contracts between "parties whose principal places of business are in different nations if those nations are signatories to the treaty".

³⁴For recent court decisions applying the Convention by virtue of article 1 (1) (a), see Supreme People's Court, People's Republic of China, 30 June 2014, (ThyssenKrupp Metallurgical Products GmbH v. Sinochem International (Overseas) Pte Ltd), (2013) *Min Si Zhong Zi* No. 35 Civil Judgment, available on the Internet at www.court.gov.cn; Supreme People's Court, People's Republic of China, 30 April 2014, (C & J Sheet Metal Co. Ltd v. Wenzhou Chenxing Machinery Co. Ltd), (2014) *Min Shen Zi* No. 266 Civil Ruling, available on the Internet at www.court.gov.cn; High People's Court of Zhejiang Province, People's Republic of China, 20 August 2014, (Grand Resources Group Co. Ltd v. 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³⁵United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March-11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, 15.

³⁶For an analysis of the issue of exclusion of the Convention, see the Digest for article 6.

³⁷See CLOUT case No. 309 [Østre Landsret, Denmark, 23 April 1998]; CLOUT case No. 143 [Fovárosi Biróság, Hungary, 21 May 1996]; CLOUT case No. 228 [Oberlandesgericht Rostock, Germany, 27 July 1995]; ICC Court of Arbitration, award No. 7585/92, Unilex.

³⁸Upon accession to the Convention Canada declared, pursuant to article 93, that the Convention would be applicable in some but not all of its territorial units. Since accession Canada has extended the application of the Convention to specific territorial units not covered by its original accession.

³⁹See High People's Court of Zhejiang Province, People's Republic of China, 15 December 2010, (Hong Kong Yingshun Development Co. Ltd v Zhejiang Zhongda Technology Import Co. Ltd) (2010) *Zhe Shang Wai Zhong Zi* No. 99 Civil Judgment, available on the Internet at www.court.gov.cn.

⁴⁰See U.S. District Court, Eastern District of Arkansas, United States, 23 December 2009, available on the Internet at www.cisg.law.pace.edu.

⁴¹For applications of the Convention pursuant to article 1 (1) (a) in cases where one of the parties has its place of business in a Contracting State that declared an article 95 reservation, see Federal Court of Australia, Australia, 8 October 2010, available on the Internet at www.globalsaleslaw.org; Cour de cassation, France, 7 October 2009, available on the Internet at www.cisg-france.org; China International Economic and Trade Arbitration Commission, People's Republic of China, 2007 (Arbitral award No. CISG/2007/01), English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 16 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

⁴²See, for example, U.S. District Court, Southern District of New York, United States, 11 January 2011, unpublished; U.S. District Court, Eastern District of California, United States, 21 January 2010, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Eastern District of Arkansas, United States, 23 December 2009, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of New York, United States, 29 May 2009, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of Ohio, United States, 26 March 2009, available on the Internet at www.cisg.law.pace.edu; District Court in Komarno, Slovakia, 12 March 2009, English translation available on the Internet at www.cisg.law.pace.edu; U.S. District Court, New Jersey, United States, 7 October 2008, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Western District of Pennsylvania, United States, 25 July 2008, available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 19 June 2008, English translation available on the Internet at www.cisg.law.pace.edu; Regional Court in Zilina, Slovakia, 18 June 2007, English translation available on the Internet at www.cisg.law.pace.edu; District Court in Dolny Kubin, Slovakia, 17 June 2008, English translation available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Minnesota, United States, 16 June 2008, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of Florida, United States, 19 May 2008, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Delaware, United States, 9 May 2008, available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 30 April 2008, English translation available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Eastern District of Kentucky, United States, 18 March 2008, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 945 [District Court in Galanta, Slovakia, 15 December 2006]; U.S. Court of Appeals (9th Circuit), United States, 8 November 2007, available on the Internet at www.cisg.law.pace.edu; Regional Court Zilina, Slovakia, 25 October 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 845 [U.S. District Court, Eastern District Michigan, United States, 28 September 2007]; Supreme Court, Slovakia, 27 June 2007, English translation available on the Internet at www.cisg.law.pace.edu; District Court in Nitra, Slovakia, 9 March 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 847 [U.S. District Court, Minnesota, United States, 31 January 2007]; U.S. District Court, Southern District of New York, United States, 23 August 2006, available on the Internet at www.cisg.law.pace.edu; District Court in Nitra, Slovakia, 17 May 2006, English translation available on the Internet at www.cisg.law.pace.edu; Regional Court in Banska Bystrica, Slovakia, 10 May 2006, English translation available on the Internet at www.cisg.law.pace.edu; District Court in Nitra, Slovakia, 27 February 2006, English translation available

on the Internet at www.cisg.law.pace.edu; CLOUT case No. 946 [Regional Court in Bratislava, Slovakia, 11 October 2005]; Supreme People's Court, People's Republic of China, 21 September 2005 (Shunde City Weibang Furniture Co. Ltd v. Pandas SRL) (2004) *Min Si Ti Zi* No. 4 Civil Judgment, English translation available on the Internet at www.cisg.law.pace.edu; Oberster Gerichtshof, Austria, 26 January 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 609 [U.S. District Court for Northern District of Illinois, United States, 6 October 2003]; CLOUT case No. 579 [U.S. District Court for the Southern District of New York, United States, 10 May 2002]; CLOUT case No. 447 [U.S. District Court for the Southern District of New York, United States, 26 March 2002]; CLOUT case No. 578 [U.S. District Court, Western District of Michigan, United States, 17 December 2001]; CLOUT case No. 433 [U.S. District Court, Northern District of California, United States, 27 July 2001]; CLOUT case No. 617 [U.S. District Court, Northern District of California, United States, 30 January 2001]; CLOUT case No. 417 [U.S. District Court, Northern District of Illinois, United States, 7 December 1999]; CLOUT case No. 416 [Minnesota [State] District Court, United States, 9 March 1999]; CLOUT case No. 419 [U.S. District Court, Northern District of Illinois, United States, 27 October 1998]; CLOUT case No. 222 [U.S. Court of Appeals (11th Circuit), United States, 29 June 1998]; CLOUT case No. 413 [U.S. District Court, Southern District of New York, United States, 6 April 1998]; CLOUT case No. 187 [U.S. District Court, Southern District of New York, United States, 23 July 1997]; CLOUT case No. 138 [U.S. Court of Appeals (2nd Circuit), United States, 6 December 1995]; CLOUT case No. 86 [U.S. District Court, Southern District of New York, United States, 22 September 1994]; CLOUT case No. 85 [U.S. District Court, Northern District of New York, United States, 9 September 1994]; CLOUT case No. 24 [U.S. Court of Appeals (5th Circuit), United States, 15 June 1993]; CLOUT case No. 23 [U.S. District Court, Southern District of New York, United States, 14 April 1992].

⁴³District Court in Trnava, Slovakia, 17 September 2008, English translation available on the Internet at www.cisg.law.pace.edu; District Court in Nitra, Slovakia, 29 May 2008, English translation available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of Florida, United States, 19 May 2008, available on the Internet at www.cisg.law.pace.edu; District Court in Nitra, Slovakia, 27 June 2006, English translation available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District, Texas, United States, 7 February 2006, available on the Internet at www.cisg.law.pace.edu; Shanghai No. 1. Intermediate People's Court, People's Republic of China, 23 March 2004, English translation available on the Internet at www.cisg.law.pace.edu. For an application by an arbitral tribunal of the Convention pursuant to article 1 (1) (a) to a contract concluded between two parties both of whom had their place of business in a country that had declared an article 95 reservation, see CLOUT case No. 1121 [China International Economic and Trade Arbitration Commission, People's Republic of China, 3 December 2003 (Arbitral award No. CISG/2003/02)], English translation available on the Internet at www.cisg.law.pace.edu.

⁴⁴See U.S. District Court, Eastern District of Tennessee, United States, 20 October 2010 (America's Collectibles Network, Inc. v. Timlly (HK), 746 F. Supp. 2d 914), available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Northern District of Georgia, United States, 17 December 2009 (Innotex Precision Ltd v. Horei Image Prods., Inc., 679 F. Supp. 2d 1356), available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 958 [Federal Court of Australia, South Australia District Registry, Australia, 24 October 2008]; CLOUT case No. 1030 [Cour de cassation, France, 2 April 2008]; CLOUT case No. 543 [Oberster Gerichtshof, Austria, 17 December 2003].

⁴⁵U.S. District Court, Northern District of Illinois, United States, 3 September 2008, available on the Internet at www.cisg.law.pace.edu.

⁴⁶Supreme People's Court, People's Republic of China, 20 July 1999 (Zheng Hong Li Ltd Hong Kong v. Jill Bert Ltd), (1998) *Jing Zhong Zi* No. 208 Civil Judgment, English translation available on the Internet at www.cisg.law.pace.edu; High People's Court of Shanghai Municipality, People's Republic of China, 17 January 2007 (Shanghai Lansheng Real Estate Industrial Co. Ltd et al. v. Shanghai Jinqiao Ruihe Decoration Co. Ltd) (2005) *Hu Gao Min Si (Shang) Zhong Zi* No. 24 Civil Judgment, available on the Internet at www.ccmt.org.cn; High People's Court of Fujian Province, People's Republic of China, 15 October 2011 (The Hatchery Fine Arts and Designs Co. v. Quanzhou Kunda Presents Co. Ltd) (2011) *Min Min Zhong Zi* No. 597 Civil Judgment, available on the Internet at www.ccmt.org.cn; High People's Court of Guangdong Province, People's Republic of China, 22 June 2006 (Possehl (HK) Ltd v. China Metals & Minerals Import and Export Shenzhen Co.) (2005) *Yue Gao Fa Min Si Zhong Zi* No. 293 Civil Judgment, available on the Internet at www.ccmt.org.cn; High People's Court of Zhejiang Province, People's Republic of China, 15 December 2010, (Hong Kong Yingshun Development Co. Ltd v. Zhejiang Zhongda Technology Import Co. Ltd) (2010) *Zhe Shang Wai Zhong Zi* No. 99 Civil Judgment, available on the Internet at www.court.gov.cn.

⁴⁷United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March-11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, 15.

⁴⁸For cases referring to article 1 (1) (b), see Supreme Court of Victoria, Australia, 24 April 2003 (Playcorp Pty Ltd v Taiyo Kogyo Ltd) [2003] VSC 108 at [236]-[245]; Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at www.globalsaleslaw.org; Landgericht Potsdam, Germany, 7 April 2009, available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award No. T-8/08, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 631 [Supreme Court of Queensland, Australia, [2000] QSC 421 (17 November 2000)] (Malaysian and Australian parties chose law applying in Brisbane); CLOUT case No. 701 [Cámara Nacional de Apelaciones en lo Comercial, Argentina, 24 April 2000] (see full text of the decision); CLOUT case No. 400 [Cour d'appel de Colmar, France, 24 October 2000]; CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999], also in *Corriere Giuridico* 2000, 932 f.; CLOUT case No. 348 [Oberlandesgericht Hamburg, Germany, 26 November 1999] (see full text of the decision); CLOUT case No. 294 [Oberlandesgericht Bamberg, Germany, 13 January 1999] (see full text of the decision); CLOUT case No. 251 [Handelsgericht des Kantons Zürich, Switzerland, 30 November 1998]; CLOUT case No. 274 [Oberlandesgericht Celle, Germany, 11 November 1998]; CLOUT case No. 309 [Østre Landsret, Denmark 23 April 1998]; Corte d'Appello Milano, Italy, 20 March 1998, *Rivista di Diritto Internazionale Privato* 1998, 170 ff.; CLOUT case No. 238 [Oberster Gerichtshof, Austria, 12 February 1998]; CLOUT case No. 224 [Cour de cassation, France, 27 January 1998] (see full text of the decision); Hoge Raad, Netherlands, 7 November 1997, *Nederlands Internationaal Privaatrecht* 1998, No. 91; Rechtbank Koophandel, Kortrijk, Belgium, 6 October 1997, Unilex; CLOUT case No. 283 [Oberlandesgericht Köln, Germany, 9 July 1997]; Rechtbank Zutphen, Netherlands, 29 May 1997, *Nederlands Internationaal Privaatrecht* 1997, No. 110; CLOUT case No. 214 [Handelsgericht des Kantons Zürich, Switzerland, 5 February 1997] (see full text of the decision); Rechtbank Koophandel, Kortrijk, Belgium, 6 January 1997, Unilex; CLOUT case No. 205 [Cour d'appel de Grenoble, France, 23 October 1996]; Rechtbank Koophandel, Hasselt, Belgium, 9 October 1996, Unilex; CLOUT case No. 166 [Schiedsgericht der Handelskammer Hamburg, Germany, Arbitration, 21 June 1996], also in *Recht der internationalen Wirtschaft* 1996, 771 ff.; Hof Leeuwarden, Netherlands, 5 June 1996, *Nederlands Internationaal Privaatrecht* 1996, No. 404; Landgericht Oldenburg, Germany, 27 March 1996, available on the Internet at www.cisg-online.ch; Landgericht Bad Kreuznach, Germany, 12 March 1996, available on the Internet at www.cisg-online.ch; CLOUT case No. 176 [Oberster Gerichtshof, Austria, 6 February 1996]

(see full text of the decision); Landgericht Siegen, Germany, 5 December 1995, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 8 November 1995, Unilex; Landgericht Hamburg, Germany, 23 October 1995, available on the Internet at www.cisg-online.ch; Rechtbank Koophandel, Hasselt, Belgium, 18 October 1995, *Rechtskundig Weekblad* 1995, 1378 f.; Tribunal de commerce Nivelles, Belgium, 19 September 1995, Unilex; Rechtbank Almelo, Netherlands, 9 August 1995, *Nederlands Internationaal Privaatrecht* 1995, No. 520; CLOUT case No. 276 [Oberlandesgericht Frankfurt a.M., Germany, 5 July 1995] (see full text of the decision); CLOUT case No. 262 [Kanton St. Gallen, Gerichtskommission Oberrheintal, Switzerland, 30 June 1995] (see full text of the decision); Landgericht Kassel, Germany, 22 June 1995, Unilex; CLOUT case No. 152 [Cour d'appel de Grenoble, France, 26 April 1995]; Amtsgericht Wangen, Germany, 8 March 1995, Unilex; Rechtbank Zwolle, Netherlands, 1 March 1995, *Nederlands Internationaal Privaatrecht* 1996, No. 95; Rechtbank Middelburg, Netherlands, 25 January 1995, *Nederlands Internationaal Privaatrecht* 1996, No. 127; CLOUT case No. 155 [Cour de Cassation, France, 4 January 1995] (see full text of the decision); Amtsgericht Mayen, Germany, 6 September 1994, available on the Internet at www.cisg-online.ch; Landgericht Düsseldorf, Germany, 25 August 1994, Unilex; CLOUT case No. 302 [ICC Court of Arbitration, award No. 7660/JK]; CLOUT case No. 93 [Arbitration-Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft—Wien, 15 June 1994]; CLOUT case No. 94 [Arbitration-Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft—Wien, 15 June 1994]; CLOUT case No. 92 [Arbitration—Ad hoc tribunal, 19 April 1994]; CLOUT case No. 120 [Oberlandesgericht Köln, Germany, 22 February 1994] (see full text of the decision); CLOUT case No. 81 [Oberlandesgericht Düsseldorf, Germany, 10 February 1994]; CLOUT case No. 80 [Kammergericht Berlin, Germany, 24 January 1994]; CLOUT case No. 100 [Rechtbank Arnhem, Netherlands, 30 December 1993]; CLOUT case No. 156 [Cour d'appel de Paris, France, 10 November 1993] (see full text of the decision); CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993]; CLOUT case No. 49 [Oberlandesgericht Düsseldorf, Germany, 2 July 1993]; CLOUT case No. 25 [Cour d'appel de Grenoble, France, 16 June 1993]; CLOUT case No. 201 [Richteramt Laufen des Kantons Berne, Switzerland, 7 May 1993]; CLOUT case No. 310 [Oberlandesgericht Düsseldorf, Germany, 12 March 1993]; CLOUT case No. 99 [Rechtbank Arnhem, Netherlands, 25 February 1993]; CLOUT case No. 292 [Oberlandesgericht Saarbrücken, Germany, 13 January 1993] (see full text of the decision); CLOUT case No. 48 [Oberlandesgericht Düsseldorf, Germany, 8 January 1993]; CLOUT case No. 95 [Zivilgericht Basel-Stadt, Switzerland, 21 December 1992] (see full text of the decision); CLOUT case No. 317 [Oberlandesgericht Karlsruhe, Germany, 20 November 1992]; CLOUT case No. 227 [Oberlandesgericht Hamm, Germany 22 September 1992] (see full text of the decision); CLOUT case No. 56 [Canton of Ticino Pretore di Locarno-Campagna, Switzerland, 27 April 1992] (see full text of the decision); CLOUT case No. 158 [Cour d'appel de Paris, France, 22 April 1992]; CLOUT case No. 98 [Rechtbank Roermond, Netherlands, 19 December 1991]; CLOUT case No. 55 [Canton of Ticino Pretore di Locarno-Campagna, Switzerland, 16 December 1991, cited as 15 December in CLOUT case No. 55]; CLOUT case No. 316 [Oberlandesgericht Koblenz, Germany, 27 September 1991]; CLOUT case No. 2 [Oberlandesgericht Frankfurt a.M., Germany, 17 September 1991] (see full text of the decision).

⁴⁹See CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

⁵⁰For the text of this Convention, see *Official Journal* L 266, 9 October 1980, 1 et seq.

⁵¹See Bundesgerichtshof, Germany, 11 May 2010, available on the Internet at www.cisg-online.ch; CLOUT case No. 1017 [Hof Beroep, Ghent, Belgium, 15 May 2002], available in Dutch on the Internet at www.law.kuleuven.be; CLOUT case No. 409 [Landgericht Kassel, Germany, 15 February 1996] (see full text of the decision); ICC Court Arbitration, award No. 8324/95, *Journal du droit international* 1996, 1019 ff.; Rechtbank 's-Gravenhage, Netherlands, 7 June 1995, *Nederlands Internationaal Privaatrecht* 1995, Nr. 524; CLOUT case No. 48 [Oberlandesgericht Düsseldorf, Germany, 8 January 1993]; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993].

⁵²See article 3 of the Rome Convention:

- “1. A contract shall be governed by the law chosen by the parties. The choice must be expressed or demonstrated with reasonable certainty by the terms of the contract or the circumstances of the case. By their choice the parties can select the law applicable to the whole or a part only of the contract.
2. The parties may at any time agree to subject the contract to a law other than that which previously governed it, whether as a result of an earlier choice under this article or of other provisions of this Convention. Any variation by the parties of the law to be applied made after the conclusion of the contract shall not prejudice its formal validity under article 9 or adversely affect the rights of third parties.
3. The fact that the parties have chosen a foreign law, whether or not accompanied by the choice of a foreign tribunal, shall not, where all the other elements relevant to the situation at the time of the choice are connected with one country only, prejudice the application of rules of the law of that country which cannot be derogated from by contract, hereinafter called “mandatory rules”.
4. The existence and validity of the consent of the parties as to the choice of the applicable law shall be determined in accordance with the provisions of articles 8, 9 and 11.”

⁵³1955 Hague Convention on the Law Applicable to International Sale of Goods, 510 U.N.T.S. 149, No. 7411 (1964).

⁵⁴See article 2 of the Hague Convention: “A sale shall be governed by the domestic law of the country designated by the Contracting Parties. Such designation must be contained in an express clause, or unambiguously result from the provisions of the contract. Conditions affecting the consent of the parties to the law declared applicable shall be determined by such law.”

⁵⁵For cases applying the United Nations Sales Convention by virtue of a choice of law acknowledged by the judges on the grounds of article 2 of the 1995 Hague Convention, see Tribunale commercial de Bruxelles, Belgium, 13 November 1992, Unilex.

⁵⁶See, for example, CLOUT case No. 720 [Netherlands Arbitration Institute, Arbitral Award, 15 October 2002].

⁵⁷For cases referring to “closest connection”, see CLOUT case No. 81 [Oberlandesgericht Düsseldorf, Germany, 10 February 1994] (see full text of the decision); Landgericht Düsseldorf, Germany, 25 August 1994, Unilex; Rechtbank Roermond, Netherlands, 6 May 1993, Unilex; CLOUT case No. 316 [Oberlandesgericht Koblenz, Germany, 27 September 1991] (see full text of the decision); CLOUT case No. 1 [Oberlandesgericht Frankfurt a.M., Germany, 13 June 1991] (see full text of the decision).

⁵⁸For cases expressly pointing out that the seller is the party that has to effect the characteristic performance, see Landgericht Berlin, Germany, 24 March 1998, Unilex; Landgericht München, Germany, 6 May 1997, available on the Internet at www.cisg-online.ch; Rechtbank Amsterdam, Netherlands, 5 October 1994, *Nederlands Internationaal Privaatrecht*, 1995, No. 231; CLOUT case No. 81 [Oberlandesgericht Düsseldorf, Germany, 10 February 1994] (see full text of the decision); CLOUT case No. 310 [Oberlandesgericht Düsseldorf, Germany,

12 March 1993] (see full text of the decision); CLOUT case No. 6 [Landgericht Frankfurt a.M., Germany, 16 September 1991] (see full text of the decision); Landgericht Frankfurt a.M., Germany, 2 May 1990, available on the Internet at www.cisg-online.ch.

⁵⁹For cases applying the Convention on the basis of the presumption referred to in the text, see, e.g. Cour d'appel de Mons, Belgium, 8 March 2001, Unilex; Landgericht Bad Kreuznach, Germany, 12 March 1996, available on the Internet at www.cisg-online.ch; Landgericht Frankfurt a.M., Germany, 6 July 1994, Unilex; CLOUT case No. 50 [Landgericht Baden-Baden, Germany, 14 August 1991] (see full text of the decision).

⁶⁰See Rechtbank Hasselt, Belgium, 9 October 1996, Unilex; Rechtbank Hasselt, Belgium, 8 November 1995, Unilex; CLOUT case No. 152 [Cour d'appel de Grenoble, France, 26 April 1995]; Rechtbank Hasselt, Belgium, 18 October 1995, *Rechtskundig Weekblad* 1995, 1378 f.; Tribunal commercial de Bruxelles, Belgium, 5 October 1994, Unilex; Tribunal cantonal de Vaud Wallis, Switzerland, 6 December 1993, Unilex; CLOUT case No. 201 [Richteramt Laufen des Kantons Berne, Switzerland, 7 May 1993]; CLOUT case No. 56 [Canton of Ticino Pretore di Locarno-Campagna, Switzerland, 27 April 1992] (see full text of the decision).

⁶¹Cour de cassation, France, 26 June 2001, available on the Internet at www.cisg.fr; Tribunale di Verona, Italy, 19 December 1997, *Rivista Veronese di Giurisprudenza Economica e dell'Impresa* 1998, 22 ff.

⁶²United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March-11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, 229.

⁶³To date the following States have declared an article 95 reservation: People's Republic of China, Czech Republic, Saint Vincent and the Grenadines, Singapore, Slovakia, United States of America. When it acceded to the Convention Canada declared an article 95 reservation with respect to a single province—British Columbia—but it later withdrew that declaration. Germany has declared that it will not apply article 1 (1) (b) in respect of any State that has made a declaration that it would not apply article 1 (1) (b).

⁶⁴See *supra* subparagraph 12.

⁶⁵See *supra* subparagraphs 9 et seq.

⁶⁶See CLOUT case No. 999 [Ad hoc Arbitral Tribunal, Denmark, 10 November 2000].

⁶⁷See Rechtbank Koophandel, Kortrijk, Belgium, 16 December 1996, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 9 October 1996, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 8 November 1995, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 18 October 1995, *Rechtskundig Weekblad* 1995, 1378 f.; Tribunal de commerce Nivelles, Belgium, 19 September 1995, Unilex; Tribunal commercial de Bruxelles, Belgium, 5 October 1994, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 16 March 1994, Unilex; Rechtbank Koophandel, Hasselt, Belgium, 23 February 1994, Unilex; Tribunal commercial de Bruxelles, Belgium, 13 November 1992, Unilex; CLOUT case No. 98 [Rechtbank Roermond, Netherlands, 19 December 1991]; Amtsgericht Ludwigsburg, Germany, 21 December 1990, available on the Internet at www.cisg-online.ch; CLOUT case No. 5 [Landgericht Hamburg, Germany, 26 September 1990]; Rechtbank Dordrecht, Netherlands, 21 November 1990, *Nederlands Internationaal Privaatrecht* 1991, No. 159; Landgericht Hildesheim, Germany, 20 July 1990, available on the Internet at www.cisg-online.ch; Landgericht Frankfurt a.M., Germany, 2 May 1990, available on the Internet at www.cisg-online.ch; CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990]; CLOUT case No. 46 [Landgericht Aachen, Germany, 3 April 1990]; Oberlandesgericht Koblenz, Germany, 23 February 1990, *Recht der internationalen Wirtschaft* 1990, 316 ff.; Rechtbank Alkmaar, Netherlands, 8 February 1990, *Nederlands Internationaal Privaatrecht* 1990, No. 460; Rechtbank Alkmaar, Netherlands, 30 November 1989, *Nederlands Internationaal Privaatrecht* No. 289; CLOUT case No. 4 [Landgericht Stuttgart, Germany, 31 August 1989]; CLOUT case No. 3 [Landgericht München, Germany, 3 July 1989].

⁶⁸For this statement, see CLOUT case No. 1021 [Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award of 15 July 2008] (Milk packaging equipment case), English translation available on the Internet at www.cisg.law.pace.edu.

⁶⁹See CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case N. 916 [High Commercial Court, Croatia, 19 December 2006]; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 480 [Cour d'appel de Colmar, France, 12 June 2001] (see full text of the decision); CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994] (see full text of the decision).

⁷⁰For the need to determine the concept of “sale” autonomously, see, for example, Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu.

⁷¹See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case N. 916 [High Commercial Court, Croatia, 19 December 2006]; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Rotterdam, Netherlands, 1 November 2001, *Nederlands Internationaal Privaatrecht*, 2002, No. 114; Tribunal cantonal de Vaud, Switzerland, 11 March 1996, Unilex.

⁷²For this definition, see Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 480 [Cour d'appel de Colmar, France, 12 June 2001] (see full text of the decision); CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994] (see full text of the decision). For a reference to the buyer's obligation mentioned in the definition cited in the text, see Rechtbank van Koophandel Hasselt, Belgium, 2 May 1995, available on the Internet at www.law.kuleuven.be.

⁷³CLOUT case No. 328 [Kantonsgericht des Kantons Zug, Switzerland, 21 October 1999] (see full text of the decision).

⁷⁴Bundesgerichtshof, Germany, 28 May 2014, *Internationales Handelsrecht* 2014, 184 = CISG-online No. 2513 (sale of 20 bowling alleys with repurchase obligation of the seller unless the buyer “disposed of” the alleys.; lease of the alleys to a third party regarded as “disposal”, applying under article 8 CISG the contra proferentem rule); in contrast to this decision Oberlandesgericht Köln 21 November 2012, *Internationales Handelsrecht* 2014, 140 = CISG-online No. 2401 held that CISG does not apply to a repurchase obligation contained in a court settlement on a CISG sale.

⁷⁵See CLOUT case No. 293 [Schiedsgericht der Hamburger freundlichen Arbitrage, Germany, 29 December 1998], also in *Internationales Handelsrecht*, 2001, 337; CLOUT case No. 251 [Handelsgericht des Kantons Zürich, Switzerland, 30 November 1998]; CLOUT case No. 238 [Oberster Gerichtshof, Austria, 12 February 1998]; CLOUT case No. 166 [Arbitration—Schiedsgericht der Handelskammer Hamburg, Germany, 21 March, 21 June 1996] (see full text of the decision); Landgericht Ellwangen, Germany, 21 August 1995, unpublished; CLOUT case No. 154 [Cour d’appel de Grenoble, France, 22 February 1995].

⁷⁶See CLOUT case No. 269 [Bundesgerichtshof, Germany, 12 February, 1998] (see full text of the decision); CLOUT case No. 261 [Bezirksgericht der Sanne, Switzerland, 20 February 1997].

⁷⁷See CLOUT case No. 297 [Oberlandesgericht München, Germany, 21 January 1998]; CLOUT case No. 133 [Oberlandesgericht München, Germany, 8 February 1995]; CLOUT case No. 303 [Court of Arbitration—of the International Chamber of Commerce, 1994 (Arbitral award No. 7331 1994)], *Journal du droit international*, 1995, 1001ff.; CLOUT case No. 5 [Landgericht Hamburg, Germany, 26 September 1990].

⁷⁸See U.S. District Court, District of Arizona, 16 December 2014 (Adonia Holding GmbH v. Adonia Organics LLC), available on the Internet at www.cisg.law.pace.edu; Cour d’appel de Reims, France, 30 April 2013, available in French on the Internet at www.cisg-france.org; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award of 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; High Commercial Court of Belgrade, Serbia, 22 April 2008, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award No. T-25/06 on 13 November 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1492 [Cour de cassation, France, 20 February 2007]; U.S. District Court, Eastern District of Pennsylvania, United States, 13 April 2004, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 695 [U.S. District Court, Eastern District of Pennsylvania, United States, 29 March 2004]; ICC Court of Arbitration, France, Arbitral award in case No. 11849, available on the Internet at www.cisg.law.pace.edu; Kantonsgericht Schaffhausen, Switzerland, 23 April 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 420 [U.S. District Court, Eastern District of Pennsylvania, United States, 29 August 2000]; Hof Arnhem, Netherlands, 27 April 1999, *Nederlands Internationaal Privaatrecht* 1999, Nr. 245, available on Unilex; Rechtsbank ’s-Gravenhage, the Netherlands, 2 July 1997, *Nederlands Internationaal Privaatrecht* 1999, n. 68, 78-80, available on Unilex; CLOUT case No. 297 [Oberlandesgericht München, Germany, 21 January 1998] (see full text of the decision); CLOUT case No. 295 [Oberlandesgericht Hamm, Germany, 5 November 1997]; CLOUT case No. 273 [Oberlandesgericht München, Germany, 9 July 1997] (see full text of the decision); CLOUT case No. 169 [Oberlandesgericht Düsseldorf, Germany, 11 July 1996]; CLOUT case No. 126 [Fovárosi Biróság, Hungary, 19 March 1996]; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision); Hof Amsterdam, Netherlands, 16 July 1992, *Nederlands Internationaal Privaatrecht* 1992, Nr. 420. Some tribunals have applied CISG to a distributorship agreement: see ICC Court of Arbitration, France, Arbitral award case No. 11849, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 379 [Corte di Cassazione, Italy, 14 December 1999]. For a case in which the issue was raised but not resolved, see CLOUT case No. 187 [U.S. District Court, Southern District of New York, United States, 23 July 1997]. See also CLOUT case No. 480 [Cour d’appel de Colmar, France, 12 June 2001] (“collaboration agreement” under which supplier was required to deliver to the buyer at least 20,000 covers for truck air conditioners, with the possibility of additional quantities depending on the needs of the buyer’s customer, was a contract for sale governed by CISG; the title that the parties chose for their agreement was not dispositive, and the fact that the quantity might be increased beyond the stated amount depending on the needs of the buyer’s customer did not prevent application of the Convention; the contract designated the parties as buyer and seller, specified the precise goods and a method for calculating the price, set a minimum quantity of goods to be delivered by the seller, and implied an obligation for buyer to take delivery, so it was a “contract for the sale of goods” for purposes of applying the Convention).

⁷⁹See Supreme People’s Court, People’s Republic of China, 21 September 2005, (Shunde City Weibang Furniture Co. Ltd v. Pandas SRL), (2004) *Min Si Ti Zi* No. 4 Civil Judgment, English translation available on the Internet at www.cisg.law.pace.edu. But see ICC Court of Arbitration, France, Arbitral award No. 12713; English translation available on the Internet at www.cisg.law.pace.edu (holding that a framework agreement was governed by CISG); CLOUT case No. 630 [Court of Arbitration of the International Chamber of Commerce, Zurich, Switzerland, July 1999 (Arbitral award No.9448)] (holding that a framework agreement was governed by CISG, because the contract provided for future sales and deliveries) (see full text of the decision).

⁸⁰CLOUT case No. 192 [Obergericht des Kantons Luzern, Switzerland, 8 January 1997] (see full text of the decision).

⁸¹See Cour d’appel de Reims, France, 30 April 2013, available in French on the Internet at www.cisg-france.org; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award No. T-8/08 on 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, Arbitral award No. T-25/06 on 13 November 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1492 [Cour de cassation, France, 20 February 2007]; U.S. District Court, Eastern District of Pennsylvania, United States, 13 April 2004, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 695 [U.S. District Court, Eastern District of Pennsylvania, United States, 29 March 2004]; Kantonsgericht Schaffhausen, Switzerland, 23 April 2002, English translation available on the Internet at www.cisg.law.pace.edu; ICC Arbitral Award, Milan, Italy, December 1998, Arbitral award No. 8908, in *ICC International Court of Arbitration Bulletin*, vol. 10, no. 2, pp. 83-87 (Fall 1999), available on Unilex; CLOUT case No. 295 [Oberlandesgericht Hamm, Germany, 5 November 1997]; CLOUT case No. 273 [Oberlandesgericht München, Germany, 9 July 1997] (see full text of the decision); ICC Arbitral Award 1997, Paris, 23 January 1997, nr. 8611/HV/JK, available on Unilex; CLOUT case No. 169 [Oberlandesgericht Düsseldorf, Germany, 11 July 1996]; CLOUT case No. 204 [Cour d’appel de Grenoble, France, 15 May 1996]; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).

⁸²CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).

⁸³See CLOUT case No. 192 [Obergericht des Kantons Luzern, Switzerland, 8 January 1997].

⁸⁴See Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 9 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Federal Arbitration Court for the Moscow Region, Russian Federation, 26 May 2003, English translation available on the Internet at www.cisg.law.pace.edu.

⁸⁵Tribunal of International Commercial Arbitration at the Ukrainian Chamber of Commerce and Trade, Ukraine, 10 October 2003, English translation available on the Internet at www.cisg.law.pace.edu.

⁸⁶CLOUT case No. 881 [Handelsgericht Zürich, Switzerland, 9 July 2002] (see full text of the decision).

⁸⁷See Federal Arbitrazh Court of Moscow District No.KG-A40/3225-03, 26 May 2003.

⁸⁸See the Digest for article 7, paragraph 2.

⁸⁹See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 152 [Cour d'appel de Grenoble, France, 26 April 1995] (see full text of the decision).

⁹⁰See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 328 [Kantonsgericht des Kantons Zug, Switzerland, 21 October 1999] (see full text of the decision); CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999] (see full text of the decision); CLOUT case No. 168 [Oberlandesgericht Köln, Germany, 21 May 1996] (see full text of the decision); CLOUT case No. 122 [Oberlandesgericht Köln, Germany, 26 August 1994]; CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994] (see full text of the decision).

⁹¹Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu.

⁹²See CLOUT case No. 176 [Oberster Gerichtshof, Austria, 6 February 1996] (applying the Convention to the international sale of propane gas).

⁹³See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 168 [Oberlandesgericht Köln, Germany, 21 May 1996] (used car); Landgericht Köln, Germany, 16 November 1995, unpublished.

⁹⁴See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 992 [Rettin i København, Denmark, 19 October 2007] (pony); CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision) (chicks); Oberlandesgericht Schleswig-Holstein, Germany, 29 October 2002, English translation available on the Internet at www.cisg.law.pace.edu (horse); Landgericht Flensburg, Germany, 19 January 2001, English translation available on the Internet at www.cisg.law.pace.edu (live sheep); CLOUT case No. 280 [Oberlandesgericht Jena, Germany, 26 May 1998] (live fish); CLOUT case No. 312 [Cour d'appel de Paris, France, 14 January 1998] (circus elephants). Compare CLOUT case No. 106 [Oberster Gerichtshof, Austria, 10 November 1994] (chinchilla pelts); CLOUT case No. 100 [Rechtbank Arnhem, Netherlands, 30 December 1993] (live lambs).

⁹⁵Bundesgericht, Switzerland, 16 July 2012, *Internationales Handelsrecht* 2014, 99 = CISG-online No. 2371.

⁹⁶Tribunal cantonal du Valais, Switzerland, 2 December 2002, English translation available on the Internet at www.cisg.law.pace.edu.

⁹⁷See CLOUT case No. 161 [Arbitration—Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 20 December 1993].

⁹⁸See CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision).

⁹⁹See CLOUT case No. 122 [Oberlandesgericht Köln, Germany, 26 August 1994].

¹⁰⁰CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).

¹⁰¹See Landgericht München, Germany, 29 May 1995, *Neue Juristische Wochenschrift* 1996, 401 f.; Landgericht Heidelberg, Germany, 3 July 1992, Unilex.

¹⁰²See CLOUT case No. 122 [Oberlandesgericht Köln, Germany, 26 August 1994] (see full text of the decision); CLOUT case No. 131 [Landgericht München, Germany, 8 February 1995].

¹⁰³See CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).