

Article 15

- (1) An offer becomes effective when it reaches the offeree.
- (2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer.

OVERVIEW—ARTICLE 15 (1)

1. Paragraph (1) of article 15 provides that an offer becomes effective when it reaches the offeree. Article 24 defines when a revocation “reaches” the offeree. Although paragraph (1) has been cited,¹ no reported decision has interpreted it.

OVERVIEW—ARTICLE 15 (2)

2. Paragraph (2) provides that an offeror may withdraw its offer if the withdrawal reaches the offeree before or at the same time as the offer. After the offer reaches the offeree, the offeror may no longer withdraw the offer, but may be entitled to revoke the offer in accordance with article 16. There are no reported cases applying paragraph (2).

Notes

¹ CLOUT Case No. 430 [Oberlandesgericht München, Germany, 3 December 1999], see also Unilex (citing articles 14, 15(1), 18 and 23); CLOUT case No. 308 [Federal Court of Australia, 28 April 1995], excerpt available on the Internet at www.cisg.law.pace.edu (citing articles 8, 11, 15 (1), 18 (1) and 29 (1) when holding that parties had concluded contract with a retention of title clause). The following decisions cite article 15 in general, but because they do not involve withdrawal of an offer—the issue addressed in article 15(2)—the citations effectively refer to paragraph (1) of article 15: CLOUT case No. 318 [Oberlandesgericht Celle, Germany, 2 September 1998] (citing articles 14, 15 and 18 when finding that parties had concluded a contract); Landgericht Oldenburg, Germany, 28 February 1996, Unilex (citing articles 14, 15, 16, 17, 18 and 19); CLOUT case No. 291 [Oberlandesgericht Frankfurt a.M., Germany, 23 May 1995] (citing articles 14, 15, 18 (3), 19 (1) and (3)) (see full text of the decision); Landgericht Krefeld, Germany, 24 November 1992, English translation available on the Internet at www.cisg.law.pace.edu (citing articles 15 and 18).