

property passes at the time of the conclusion of the contract. In other legal systems property passes at some later time such as the time at which the goods are delivered to the buyer. It was not regarded possible to unify the rule on this point nor was it regarded necessary to do so since rules are provided by this Convention for several questions linked, at least in certain legal systems, to the passing of property: the obligation of the seller to transfer the goods free from any right or claim of a third person;¹ the obligation of the buyer to pay the price;² the passing of the risk of loss or damage to the goods;³ the obligation to preserve the goods.⁴

Article 4

[Substantive coverage of Convention]

This Convention governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract. In particular, except as otherwise expressly provided therein, this Convention is not concerned with:

- (a) the validity of the contract or of any of its provisions or of any usage;
- (b) the effect which the contract may have on the property in the goods sold.

PRIOR UNIFORM LAW

ULIS, articles 4, 5 (2) and 8.

Commentary

1. Article 4 limits the scope of the Convention, unless elsewhere expressly provided in the Convention, to governing the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from a contract of sale.

Validity, subparagraph (a)

2. Although there are no provisions in this Convention which expressly govern the validity of the contract or of any usage, some provisions may provide a rule which would contradict the rules on validity of contracts in a national legal system. In case of conflict the rule in this Convention would apply.

3. The only article in which the possibility of such a conflict is apparent is article 10, which provides that a contract of sale of goods need not be concluded in or by writing and is not subject to any other requirements as to form. In some legal systems the requirement of a writing for certain contracts of sale of goods is considered to be a matter relating to the validity of the contract. It may be noted that pursuant to article 11 and article (X), a Contracting State whose legislation requires a contract of sale to be concluded in or evidenced by writing may make a declaration that, *inter alia*, article 10 shall not apply where any party has his place of business in a Contracting State which has made such a declaration.

Passing of property, subparagraph (b)

4. Subparagraph (b) makes it clear that the Convention does not govern the passing of property in the goods sold. In some legal systems

¹ Articles 39 and 40.

² Article 49.

³ Articles 78 to 82.

⁴ Articles 74 to 77.