



Uniform Laws on International Sales Act 1967

CHAPTER 45

UNIFORM LAWS ON INTERNATIONAL SALES ACT 1967

- 1 Application of Uniform Law on the International Sale of Goods
- 2 Application of Uniform Law on the Formation of Contracts for the International Sale of Goods
- 3 Revision of Uniform Laws
- 4 Application to Isle of Man and Channel Islands
- 5 Short title

SCHEDULES

SCHEDULE 1 — THE UNIFORM LAW ON THE INTERNATIONAL SALE OF GOODS

CHAPTER I

SPHERE OF APPLICATION OF THE LAW

ARTICLE 1

- 1 The present Law shall apply to contracts of sale of...
- 2 Where a party to the contract does not have a...
- 3 The application of the present Law shall not depend on...
- 4 In the case of contracts by correspondence, offer and acceptance...
- 5 For the purpose of determining whether the parties have their...

ARTICLE 2

ARTICLE 3

ARTICLE 4

ARTICLE 5

- 1 The present Law shall not apply to sales:
- 2 The present Law shall not affect the application of any...

ARTICLE 6

ARTICLE 7

ARTICLE 8

CHAPTER II

GENERAL PROVISIONS

ARTICLE 9

- 1 The parties shall be bound by any usage which they...
- 2 They shall also be bound by usages which reasonable persons...
- 3 Where expressions, provisions or forms of contract commonly used in...

ARTICLE 10

ARTICLE 11

ARTICLE 12

ARTICLE 13

ARTICLE 14

ARTICLE 15

ARTICLE 16

ARTICLE 17

CHAPTER III

OBLIGATIONS OF THE SELLER

Section I

Delivery of the Goods

ARTICLE 19

- 1 Delivery consists in the handing over of goods which conform...
- 2 Where the contract of sale involves carriage of the goods...
- 3 Where the goods handed over to the carrier are not...

SUB-SECTION 1.—OBLIGATIONS OF THE SELLER
AS REGARDS THE DATE AND PLACE OF DELIVERY

A.—Date of Delivery

ARTICLE 20

ARTICLE 21

ARTICLE 22

B.—Place of Delivery

ARTICLE 23

- 1 Where the contract of sale does not involve carriage of...
- 2 If the sale relates to specific goods and the parties...

C—Remedies for the seller's failure to perform his
obligations as regards the date and place of delivery

ARTICLE 24

- 1 Where the seller fails to perform his obligations as regards...
- 2 The buyer may also claim damages as provided in Article...
- 3 In no case shall the seller be entitled to apply...

ARTICLE 25

(a) Remedies as regards the date of delivery

ARTICLE 26

- 1 Where the failure to deliver the goods at the date...
- 2 If the seller requests the buyer to make known his...
- 3 If the seller has effected delivery before the buyer has...
- 4 Where the buyer has chosen performance of the contract and...

ARTICLE 27

- 1 Where failure to deliver the goods at the date fixed...
- 2 The buyer may however grant the seller an additional period...

ARTICLE 28

ARTICLE 29

(b) Remedies as regards the place of delivery

ARTICLE 30

- 1 Where failure to deliver the goods at the place fixed...
- 2 If the seller requests the buyer to make known his...
- 3 If the seller has transported the goods to the place...

ARTICLE 31

- 1 In cases not provided for in Article 30, the seller...
- 2 The buyer may however grant the seller an additional period...

ARTICLE 32

- 1 If delivery is to be effected by handing over the...
- 2 The buyer shall have the same right, in the circumstances...
- 3 If despatch from a place or to a place other...

SUB-SECTION 2.—OBLIGATIONS OF THE SELLER
AS REGARDS THE CONFORMITY OF THE GOODS

A.—Lack of conformity

ARTICLE 33

- 1 The seller shall not have fulfilled his obligation to deliver...
- 2 No difference in quantity, lack of part of the goods...

ARTICLE 34

ARTICLE 35

- 1 Whether the goods are in conformity with the contract shall...
- 2 The seller shall be liable for the consequences of any...

ARTICLE 36

ARTICLE 37

B—Ascertainment and notification of lack of conformity

ARTICLE 38

- 1 The buyer shall examine the goods, or cause them to...
- 2 In case of carriage of the goods the buyer shall...
- 3 If the goods are redespached by the buyer without transhipment...
- 4 The methods of examination shall be governed by the agreement...

ARTICLE 39

- 1 The buyer shall lose the right to rely on a...
- 2 In giving notice to the seller of any lack of...
- 3 Where any notice referred to in paragraph 1 of this...

ARTICLE 40

C—Remedies for lack of conformity

ARTICLE 41

- 1 Where the buyer has given due notice to the seller...
- 2 The buyer may also claim damages as provided in Article...

ARTICLE 42

- 1 The buyer may require the seller to perform the contract...
- 2 If the buyer does not obtain performance of the contract...

ARTICLE 43

ARTICLE 44

- 1 In cases not provided for in Article 43, the seller...
- 2 The buyer may however fix an additional period of time...

ARTICLE 45

- 1 Where the seller has handed over part only of the...
- 2 The buyer may declare the contract avoided in its entirety...

ARTICLE 46

ARTICLE 47

ARTICLE 48

ARTICLE 49

- 1 The buyer shall lose his right to rely on lack...
- 2 After the expiration of this period, the buyer shall not...

Section II—Handing over of documents

ARTICLE 50

ARTICLE 51

Section III—Transfer of property

ARTICLE 52

- 1 Where the goods are subject to a right or claim...
- 2 If the seller complies with a request made under paragraph...
- 3 If the seller fails to comply with a request made...
- 4 The buyer shall lose his right to declare the contract...

ARTICLE 53

Section IV— Other obligations of the seller

ARTICLE 54

- 1 If the seller is bound to despatch the goods to...
- 2 If the seller is not bound by the contract to...

ARTICLE 55

- 1 If the seller fails to perform any obligation other than...
- 2 The buyer may also require performance by the seller of...

CHAPTER IV**OBLIGATIONS OF THE BUYER****ARTICLE 56****Section I—Payment of the price***A.—Fixing the price***ARTICLE 57****ARTICLE 58****B—Place and date of payment****ARTICLE 59**

- 1 The buyer shall pay the price to the seller at...
- 2 Where, in consequence of a change in the place of...

ARTICLE 60**C—Remedies for non-payment****ARTICLE 61**

- 1 If the buyer fails to pay the price in accordance...
- 2 The seller shall not be entitled to require payment of...

ARTICLE 62

- 1 Where the failure to pay the price at the date...
- 2 Where the failure to pay the price at the date...

ARTICLE 63

- 1 Where the contract is avoided because of failure to pay...
- 2 Where the contract is not avoided, the seller shall have...

ARTICLE 64

Section II—Taking delivery

ARTICLE 65

ARTICLE 66

- 1 Where the buyer's failure to take delivery of the goods...
- 2 Where the failure to take delivery of the goods does...

ARTICLE 67

- 1 If the contract reserves to the buyer the right subsequently...
- 2 If the seller makes the specification himself, he shall inform...

ARTICLE 68

- 1 Where the contract is avoided because of the failure of...
- 2 Where the contract is not avoided, the seller shall have...

Section III—Other obligations of the buyer

ARTICLE 69

ARTICLE 70

- 1 If the buyer fails to perform any obligation other than...
- 2 The seller may also require performance by the buyer of...

CHAPTER V

PROVISIONS COMMON TO THE OBLIGATIONS OF THE SELLER AND OF THE BUYER

Section I—Concurrence between delivery of the goods and payment of the price

ARTICLE 71

ARTICLE 72

- 1 Where the contract involves carriage of the goods and where...

- 2 Nevertheless, when the contract requires payment against documents, the buyer...

ARTICLE 73

- 1 Each party may suspend the performance of his obligations whenever,...
- 2 If the seller has already despatched the goods before the...
- 3 Nevertheless, the seller shall not be entitled to prevent the...

Section II—Exemptions

ARTICLE 74

- 1 Where one of the parties has not performed one of...
- 2 Where the circumstances which gave rise to the non-performance of...
- 3 The relief provided by this Article for one of the...

Section III—Supplementary rules concerning the avoidance of the contract

A—Supplementary grounds for avoidance

ARTICLE 75

- 1 Where, in the case of contracts for delivery of goods...
- 2 The buyer may also, provided that he does so promptly,...

ARTICLE 76

ARTICLE 77

B—Effects of avoidance

ARTICLE 78

- 1 Avoidance of the contract releases both parties from their obligations...
- 2 If one party has performed the contract either wholly or...

ARTICLE 79

- 1 The buyer shall lose his right to declare the contract...
- 2 Nevertheless, the buyer may declare the contract avoided:

ARTICLE 80

ARTICLE 81

- 1 Where the seller is under an obligation to refund the...
- 2 The buyer shall be liable to account to the seller...

Section IV—Supplementary roles concerning damages

A—Damages where the contract is not avoided

ARTICLE 82

ARTICLE 83

B—Damages where the contract is avoided

ARTICLE 84

- 1 In case of avoidance of the contract, where there is...
- 2 In calculating the amount of damages under paragraph 1 of...

ARTICLE 85

ARTICLE 86

ARTICLE 87

C—General provisions concerning damages

ARTICLE 88

ARTICLE 89

Section V—Expenses

ARTICLE 90

Section VI—Preservation of the Goods

ARTICLE 91

ARTICLE 92

- 1 Where the goods have been received by the buyer, he...
- 2 Where goods despatched to the buyer have been put at...

ARTICLE 93

ARTICLE 94

- 1 The party who, in the cases to which Articles 91...
- 2 The party selling the goods shall have the right to...

ARTICLE 95

CHAPTER VI

PASSING OF THE RISK

ARTICLE 96

ARTICLE 97

- 1 The risk shall pass to the buyer when delivery of...
- 2 In the case of the handing over of goods which...

ARTICLE 98

- 1 Where the handing over of the goods is delayed owing...
- 2 Where the contract relates to a sale of unascertained goods,...
- 3 Where unascertained goods are of such a kind that the...

ARTICLE 99

- 1 Where the sale is of goods in transit by sea,...
- 2 Where the seller, at the time of the conclusion of...

ARTICLE 100

ARTICLE 101

SCHEDULE 2 — THE UNIFORM LAW ON THE FORMATION OF
CONTRACTS FOR THE INTERNATIONAL SALE OF
GOODS

ARTICLE 1

ARTICLE 2

- 1 The provisions of the following Articles shall apply except to...
- 2 However, a term of the offer stipulating that silence shall...

ARTICLE 3

ARTICLE 4

- 1 The communication which one person addresses to one or more...
- 2 This communication may be interpreted by reference to and supplemented...

ARTICLE 5

- 1 The offer shall not bind the offeror until it has...
- 2 After an offer has been communicated to the offeree it...

- 3 An indication that the offer is firm or irrevocable may...
- 4 A revocation of an offer shall only have effect if...

ARTICLE 6

- 1 Acceptance of an offer consists of a declaration communicated by...
- 2 Acceptance may also consist of the despatch of the goods...

ARTICLE 7

- 1 An acceptance containing additions, limitations or other modifications shall be...
- 2 However, a reply to an offer which purports to be...

ARTICLE 8

- 1 A declaration of acceptance of an offer shall have effect...
- 2 If a time for acceptance is fixed by an offeror...
- 3 If an acceptance consists of an act referred to in...

ARTICLE 9

- 1 If the acceptance is late, the offeror may nevertheless consider...
- 2 If however the acceptance is communicated late, it shall be...

ARTICLE 10

ARTICLE 11

ARTICLE 12

- 1 For the purposes of the present Law, the expression "...
- 2 Communications provided for by the present Law shall be made...

ARTICLE 13

- 1 " Usage " means any practice or method of dealing...
- 2 Where expressions, provisions or forms of contract commonly used in...