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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 goods entered into by parties whose places of business are in the territories of different Contracting States, in each of the following cases:
 - (a) where the contract involves the sale of goods which are at the time of the conclusion of the contract in the course of carriage or will be carried from the territory of one State to the territory of another ;
 - (b) where the acts constituting the offer and the acceptance have been effected in the territories of different States ;
 - (c) where delivery of the goods is to be made in the territory of a State other than that within whose territory the acts constituting the offer and the acceptance have been effected.
- 2 Where a party to the contract does not have a place of business, reference shall be made to his habitual residence.
- 3 The application of the present Law shall not depend on the nationality of the parties.
- 4 In the case of contracts by correspondence, offer and acceptance shall be considered to have been effected in the territory of the same State only if the letters, telegrams or other documentary communications which contain them have been sent and received in the territory of that State.
- 5 For the purpose of determining whether the parties have their places of business or habitual residences in " different States", any two or more States shall not be considered to be "different States " if a valid declaration to that effect made under Article II of the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods is in force in respect of them.

ARTICLE 2

Rules of private international law shall be excluded for the purposes of the application of the present Law, subject to any provision to the contrary in the said Law.

ARTICLE 3

The parties to a contract of sale shall be free to exclude the application thereto of the present Law either entirely or partially. Such exclusion may be express or implied.

ARTICLE 4

The present Law shall also apply where it has been chosen as the law of the contract by the parties, whether or not their places of business or their habitual residences are in different States

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and whether or not such States are Parties to the Convention dated the 1st day of July 1964 relating to the Uniform Law on the International Sale of Goods, to the extent that it does not affect the application of any mandatory provisions of law which would have been applicable if the parties had not chosen the Uniform Law.

ARTICLE 5

- 1 The present Law shall not apply to sales:
 - (a) of stocks, shares, investment securities, negotiable instruments or money ;
 - (b) of any ship, vessel or aircraft, which is or will be subject to registration ;
 - (c) of electricity ;
 - (d) by authority of law or on execution or distress.
- 2 The present Law shall not affect the application of any mandatory provision of national law for the protection of a party to a contract which contemplates the purchase of goods by that party by payment of the price by instalments.

ARTICLE 6

Contracts for the supply of goods to be manufactured or produced shall be considered to be sales within the meaning of the present Law, unless the party who orders the goods undertakes to supply an essential and substantial part of the materials necessary for such manufacture or production.

ARTICLE 7

The present Law shall apply to sales regardless of the commercial or civil character of the parties or of the contracts.

ARTICLE 8

The present Law shall govern only the obligations of the seller and the buyer arising from a contract of sale. In particular, the present Law shall not, except as otherwise expressly provided therein, be concerned with the formation of the contract, nor with the effect which the contract may have on the property in the goods sold, nor with the validity of the contract or of any of its provisions or of any usage.