

SCHEDULE 1

THE UNIFORM LAW ON THE INTERNATIONAL SALE OF GOODS

CHAPTER III

SECTION I—DELIVERY OF THE GOODS

ARTICLE 19

(a) Remedies as regards the date of delivery

Article 26 1. Where the failure to deliver the goods at the date fixed amounts to a fundamental breach of the contract, the buyer may either require performance by the seller or declare the contract avoided. He shall inform the seller of his decision within a reasonable time; otherwise the contract shall be ipso facto avoided. 2. If the seller requests the buyer to make known his decision under paragraph 1 of this Article and the buyer does not comply promptly, the contract shall be ipso facto avoided. 3. If the seller has effected delivery before the buyer has made known his decision under paragraph 1 of this Article and the buyer does not exercise promptly his right to declare the contract avoided, the contract cannot be avoided. 4. Where the buyer has chosen performance of the contract and does not obtain it within a reasonable time, he may declare the contract avoided. Article 27 1. Where failure to deliver the goods at the date fixed does not amount to a fundamental breach of the contract, the seller shall retain the right to effect delivery and the buyer shall retain the right to require performance of the contract by the seller. 2. The buyer may however grant the seller an additional period of time of reasonable length. Failure to deliver within this period shall amount to a fundamental breach of the contract. Article 28 Failure to deliver the goods at the date fixed shall amount to a fundamental breach of the contract whenever a price for such goods is quoted on a market where the buyer can obtain them. Article 29 Where the seller tenders delivery of the goods before the date fixed, the buyer may accept or reject delivery ; if he accepts, he may reserve the right to claim damages in accordance with Article 82.