



# 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.

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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

## ARTICLE 18

### *Section I.—Delivery of the Goods*

- 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*

#### *B.—Place of Delivery*

- 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*

- 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...

#### *(a) Remedies as regards the date of delivery*

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

#### *(b) Remedies as regards the place of delivery*

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

- 1 The seller shall not have fulfilled his obligation to deliver...
- 2 No difference in quantity, lack of part of the goods...
- 1 Whether the goods are in conformity with the contract shall...
- 2 The seller shall be liable for the consequences of any...

*B.—Ascertainment and notification of lack of conformity*

- 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 transshipment...
- 4 The methods of examination shall be governed by the agreement...
- 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...

*C.—Remedies for lack of conformity*

- 1 Where the buyer has given due notice to the seller...
- 2 The buyer may also claim damages as provided in Article...
- 1 The buyer may require the seller to perform the contract...
- 2 If the buyer does not obtain performance of the contract...
- 1 In cases not provided for in Article 43, the seller...
- 2 The buyer may however fix an additional period of time...
- 1 Where the seller has handed over part only of the...
- 2 The buyer may declare the contract avoided in its entirety...
- 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 documents*

*Section III.—Transfer of property*

- 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...

*Section IV.—Other obligations of the seller*

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

*Section I.—Payment of the price**A—Fixing the price**B.—Place and date of payment*

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

*C.—Remedies for non-payment*

- 1 If the buyer fails to pay the price in accordance...
- 2 The seller shall not be entitled to require payment of...
  - 1 Where the failure to pay the price at the date...
  - 2 Where the failure to pay the price at the date...
  - 1 Where the contract is avoided because of failure to pay...
  - 2 Where the contract is not avoided, the seller shall have...

*Section II.—Taking delivery*

- 1 Where the buyer's failure to take delivery of the goods...
- 2 Where the failure to take delivery of the goods does...
  - 1 If the contract reserves to the buyer the right subsequently...
  - 2 Where the contract is not avoided, the seller shall have...
  - 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*

- 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*

- 1 Where the contract involves carriage of the goods and where...
- 2 Nevertheless, when the contract requires payment against documents,  
the buyer...
  - 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*

- 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*

- 1 Where, in the case of contracts for delivery of goods...

*Changes to legislation:* There are currently no known outstanding effects for the Uniform Laws on International Sales Act 1967. (See end of Document for details)

- 2 The buyer may also, provided that he does so promptly,...

*B.—Effects of avoidance*

- 1 Avoidance of the contract releases both parties from their obligations...
- 2 If one party has performed the contract either wholly or...
  - 1 The buyer shall lose his right to declare the contract...
  - 2 Nevertheless, the buyer may declare the contract avoided:
    - 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 rules concerning damages*

*A.—Damages where the contract is not avoided*

*B.—Damages where the contract is avoided*

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

*C.—General provisions concerning damages*

*Section V.—Expences*

*Section VI.—Preservation of the Goods*

- 1 Where the goods have been received by the buyer, he...
  - 2 Where goods despatched to the buyer have been put at...
    - 1 The party who, in the cases to which Articles 91...
    - 2 The party selling the goods shall have the right to...
- Chapter VI.—Passing  
of the risk
- 1 The risk shall pass to the buyer when delivery of...
  - 2 In the case of the handing over of goods which...
    - 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...
      - 1 Where the sale is of goods in transit by sea,...
      - 2 Where the seller, at the time of the conclusion of...

SCHEDULE 2 — The uniform Law on the formation of contracts for the international sales of goods

- 1 The provisions of the following Articles shall apply except to...
- 2 However, a term of the offer stipulating that silence shall...
  - 1 The communication which one person addresses to one or more...
  - 2 This communication may be interpreted by reference to and supplemented...
    - 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...
      - 1 Acceptance of an offer consists of a declaration communicated by...
      - 2 Acceptance may also consist of the despatch of the goods...

- 1 An acceptance containing additions, limitations or other modifications shall be...
- 2 However, a reply to an offer which purports to be...
- 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...
- 1 If the acceptance is late, the offeror may nevertheless consider...
- 2 If however the acceptance is communicated late, it shall be...
- 1 For the purposes of the present Law, the expression “to...
- 2 Communications provided for by the present Law shall be made...
- 1 “Usage” means any practice or method of dealing which reasonable...
- 2 Where expressions, provisions or forms of contract commonly used in...

**Changes to legislation:**

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