
Changes to legislation: There are currently no known outstanding effects for the Uniform Laws on International Sales Act 1967, Cross Heading: A.— Lack of conformity. (See end of Document for details)

SCHEDULE 1

THE UNIFORM LAW ON THE INTERNATIONAL SALE OF GOODS

CHAPTER III.—OBLIGATIONS OF THE SELLER

ARTICLE 18

A.— Lack of conformity

Article 33

- 1 The seller shall not have fulfilled his obligation to deliver the goods, where has has handed over:
 - (a) part only of the goods sold or a larger or a smaller quantity of the goods than he contracted to sell;
 - (b) goods which are not those to which the contract relates or goods of a different kind;
 - (c) goods which lack the qualities of a sample or model which the seller has handed over or sent to the buyer, unless the seller has submitted it without any express or implied undertaking that the goods would conform therewith;
 - (d) goods which do not possess the qualities necessary for their ordinary or commercial use;
 - (e) goods which do not possess the qualities for some particular purpose expressly or impliedly contemplated by the contract;
 - (f) in general, goods which do not possess the qualities and characteristics expressly or impliedly contemplated by the contract.
- 2 No difference in quantity, lack of part of the goods or absence of any quality or characteristic shall be taken into consideration where it is not material.

Article 34

In the cases to which Article 33 relates, the rights conferred on the buyer by the present Law exclude all other remedies based on lack of conformity of the goods.

Article 35

- 1 Whether the goods are in conformity with the contract shall be determined by their condition at the time when risk passes. However, if risk does not pass because of a declaration of avoidance of the contract or of a demand for other goods in replacement, the conformity of the goods with the contract shall be determined by their condition at the time when risk would have passed had they been in conformity with the contract.
- 2 The seller shall be liable for the consequences of any lack of conformity occurring after the time fixed in paragraph 1 of this Article if it was due to an act of the seller or of a person for whose conduct he is responsible.

Article 36

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The seller shall not be liable for the consequences of any lack of conformity of the kind referred to in sub-paragraphs (d), (e) or (f) of paragraph 1 of Article 33, if at the time of the conclusion of the contract the buyer knew, or could not have been unaware of, such lack of conformity.

Article 37

If the seller has handed over goods before the date fixed for delivery he may, up to that date, deliver any missing part or quantity of the goods or deliver other goods which are in conformity with the contract or remedy any defects in the goods handed over, provided that the exercise of this right does not cause the buyer either unreasonable inconvenience or unreasonable expense.

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