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

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## SCHEDULE 1

### THE UNIFORM LAW ON THE INTERNATIONAL SALE OF GOODS

#### CHAPTER V.—PROVISIONS COMMON TO THE OBLIGATIONS OF THE SELLER AND OF THE BUYER

##### *B.—Effects of avoidance*

#### Article 78

- 1 Avoidance of the contract releases both parties from their obligations thereunder, subject to any damages which may be due.
- 2 If one party has performed the contract either wholly or in part, he may claim the return of whatever he has supplied or paid under the contract. If both parties are required to make restitution, they shall do so concurrently.

#### Article 79

- 1 The buyer shall lose his right to declare the contract avoided where it is impossible for him to return the goods in the condition in which he received them.
- 2 Nevertheless, the buyer may declare the contract avoided:
  - (a) if the goods or part of the goods have perished or deteriorated as a result of the defect which justifies the avoidance;
  - (b) if the goods or part of the goods have perished or deteriorated as a result of the examination prescribed in Article 38;
  - (c) if part of the goods have been consumed or transformed by the buyer in the course of normal use before the lack of conformity with the contract was discovered;
  - (d) if the impossibility of returning the goods or of returning them in the condition in which they were received is not due to the act of the buyer or of some other person for whose conduct he is responsible;
  - (e) if the deterioration or transformation of the goods is unimportant.

#### Article 80

The buyer who has lost the right to declare the contract avoided by virtue of Article 79 shall retain all the other rights conferred on him by the present Law.

#### Article 81

- 1 Where the seller is under an obligation to refund the price, he shall also be liable for the interest thereon at the rate fixed by Article 83, as from the date of payment.
- 2 The buyer shall be liable to account to the seller for all benefits which he has derived from the goods or part of them, as the case may be:
  - (a) where he is under an obligation to return the goods or part of them;
  - (b) where it is impossible for him to return the goods or part of them, but the contract is nevertheless avoided.

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