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

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## SCHEDULE 1

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

#### CHAPTER VI.—PASSING OF THE RISK

##### Article 96

Where the risk has passed to the buyer, he shall pay the price notwithstanding the loss or deterioration of the goods, unless this is due to the act of the seller or of some other person for whose conduct the seller is responsible.

##### Article 97

- 1 The risk shall pass to the buyer when delivery of the goods is effected in accordance with the provisions of the contract and the present Law.
- 2 In the case of the handing over of goods which are not in conformity with the contract, the risk shall pass to the buyer from the moment when the handing over has, apart from the lack of conformity, been effected in accordance with the provisions of the contract and of the present Law, where the buyer has neither declared the contract avoided nor required goods in replacement.

##### Article 98

- 1 Where the handing over of the goods is delayed owing to the breach of an obligation of the buyer, the risk shall pass to the buyer as from the last date when, apart from such breach, the handing over could have been made in accordance with the contract.
- 2 Where the contract relates to a sale of unascertained goods, delay on the part of the buyer shall cause the risk to pass only when the seller has set aside goods manifestly appropriated to the contract and has notified the buyer that this has been done.
- 3 Where unascertained goods are of such a kind that the seller cannot set aside a part of them until the buyer takes delivery, it shall be sufficient for the seller to do all acts necessary to enable the buyer to take delivery.

##### Article 99

- 1 Where the sale is of goods in transit by sea, the risk shall be borne by the buyer as from the time at which the goods were handed over to the carrier.
- 2 Where the seller, at the time of the conclusion of the contract, knew or ought to have known that the goods had been lost or had deteriorated, the risk shall remain with him until the time of the conclusion of the contract.

##### Article 100

If, in a case to which paragraph 3 of Article 19 applies, the seller, at the time of sending the notice or other document referred to in that paragraph knew or ought to have known that the goods had been lost or had deteriorated after they were handed over to the carrier, the risk shall remain with the seller until the time of sending such notice or document.

##### Article 101

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The passing of the risk shall not necessarily be determined by the provisions of the contract concerning expenses.

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