

Case 24: CISG 8(3)

United States: U.S. Court of Appeals for the Fifth Circuit

15 June 1993

Beijing Metals & Minerals Import/Export Corporation v. American Business Center, Inc., et al.

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A Chinese manufacturer and a U.S. importer agreed to develop the North American market for the manufacturer's weight lifting equipment. Following a dispute, the parties concluded a modified payment agreement in writing. When the Chinese manufacturer sought to enforce the payment agreement, the U.S. importer raised defences under alleged contemporaneous oral agreements with respect to the manufacturer's supply obligations. The lower court excluded the testimony about oral agreements under the state's "parol evidence" rule.

The appellate court declines to resolve the dispute about whether CISG or state law applies to the parties' contract because it concludes that to do so would be unnecessary to its decision. Nevertheless, the court states expressly that the parol evidence rule "applies regardless" of whether CISG applies or not.