

Case 904: CISG 6

Switzerland: Cantonal Court of the Jura; Ap 91/04 3

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Original in French

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English translation: <http://cisgw3.law.pace.edu/cases/041103s1.html>

<http://www.globalsaleslaw.com/content/api/cisg/urteile/965.pdf>

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The case under consideration concerned the delivery, by a French company, of building materials to a Swiss farm. The seller instituted an action in the lower court, seeking payment of the sale price.

Referring to its general conditions of sale, the seller sought to apply French domestic law. The court acknowledged a choice of law in favour of French law, but without excluding the application of the CISG within the meaning of its article 6, since the parties had not stated their position on the matter in their correspondence. Nevertheless, the jurisdiction of the lower court before which the case had been brought was contested, pursuant to the law of the forum, since the amount in dispute exceeded 20,000 Swiss francs.