

**Case 907: CISG 4; 7(2); 53; 78**

Switzerland: Cantonal Court of the Canton of Valais; C1 04 33

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[www.unilex.info/case.cfm?pid=1&do=case&id=1083&step=FullText](http://www.unilex.info/case.cfm?pid=1&do=case&id=1083&step=FullText) Abstract in German: (SRIEL) 1/2007, pp. 150 ff.

Abstract in English: [www.unilex.info/case.cfm?pid=1&do=case&id=1083&step=Abstract](http://www.unilex.info/case.cfm?pid=1&do=case&id=1083&step=Abstract)

<http://www.globalsaleslaw.com/content/api/cisg/urteile/1137.pdf>

Abstract prepared by Thomas M. Mayer

The judgement in question concerned an action brought by a Genoese company against a company having its headquarters in Valais. The former asserted a claim for payment of the sale price of welding products. The latter, however, maintained that it had never received the goods at issue.

The court first examined the extent to which the defendant could be held accountable for acts by persons who had negotiated with the plaintiff on the defendant's behalf. That question was resolved on the basis of the law applicable under Swiss private international law. In accordance with article 4(a) CISG, the Vienna Sales Convention did not apply to issues of representative authority.

The court assessed the question of the burden of proving actual receipt of the goods in accordance with the general principles of the CISG (article 7(2)), in line with previous decisions of the Swiss Federal Court. However, on the matter of the applicable foreign currency with regard to payment of the sale price, the court again applied national law as determined by Swiss private international law, i.e., in the present case, Italian law. It applied that same law for the purposes of converting the amount of the debt in Lire to euros and fixing the rate of interest on arrears.