

Article 7

(1) In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.

(2) Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

OVERVIEW

1. Article 7, which “constitutes already a standard reflecting the present tendency in international commercial law”,¹ is divided into two subparts: article 7 (1) specifies several considerations to be taken into account in interpreting the Convention; article 7 (2) describes the methodology for dealing with the Convention’s “gaps”—i.e., “matters governed by this Convention which are not expressly settled in it”.

INTERPRETATION OF THE CONVENTION IN GENERAL

2. Because national rules on sales diverge sharply in conception and approach, in interpreting the Convention it is important for a forum to avoid being influenced by its own domestic sales law.² Article 7, paragraph 1 therefore provides that, in the interpretation of the Convention, “regard is to be had to its international character and to the need to promote uniformity in its application”.³

3. One court pointed out that the “[Convention] was drafted in Arabic, English, French, Spanish, Russian and Chinese. It was also translated into German, among other languages. In the case of ambiguity in the wording, reference is to be made to the original versions, whereby the English version, and, secondarily, the French version are given a higher significance as English and French were the official languages of the Conference and the negotiations were predominantly conducted in English”.⁴

THE CONVENTION’S INTERNATIONAL CHARACTER

4. According to a number of courts, article 7 (1)’s reference to the Convention’s international character forbids fora from interpreting the Convention on the basis of national law;⁵ instead, courts must interpret the Convention “autonomously”.⁶ According to one court, this requires that “[m]aterial for interpretation of the Convention unless [the Convention] expressly provides otherwise, must be taken from the Convention itself”.⁷ According to a different court, this makes it necessary for courts to free themselves

from “any ethnocentric approaches [. . .] and of methods that usually follow for the interpretation of domestic provisions, since otherwise that may result in the application of institutions and provisions of domestic laws and furthermore, in undesired lack of uniformity in its application.”⁸ According to a different court, interpreting the Convention autonomously “means [that] the Convention must be applied and interpreted exclusively on its own terms, having regard to the principles of the Convention and Convention-related decisions in overseas jurisdictions. Recourse to domestic case law is to be avoided.”⁹ Some courts even expressly state that their domestic solutions are to be disregarded, as they differ from those of the Convention.¹⁰

5. According to some courts, however, not all expressions used in the Convention have to be interpreted autonomously. While, for instance, the expressions “sale”,¹¹ “goods”,¹² “place of business”¹³ and “habitual residence”¹⁴ are to be interpreted autonomously, the expression “private international law” used in articles 1 (1) (b) and 7 (2) is not; rather, that expression is to be understood as referring to the forum’s understanding of “private international law.”¹⁵

6. Nevertheless, some courts have stated that case law interpreting domestic sales law, although “not per se applicable,”¹⁶ may inform a court’s approach to the Convention where the language of the relevant articles of the Convention tracks that of the domestic law.¹⁷ According to case law, reference to the Convention’s legislative history,¹⁸ as well as to international scholarly writing, is admissible in interpreting the treaty.¹⁹ Also, “[i]n deciding issues under the treaty, courts generally look to its language.”²⁰

PROMOTING UNIFORM APPLICATION

7. The mandate imposed by article 7 (1) to have regard to the need to promote uniform application of the Convention has been construed by some tribunals²¹ to require fora interpreting CISG to take into account foreign decisions that have applied the Convention.²² More and more courts refer to foreign court decisions.²³

8. Several courts have expressly stated that foreign court decisions have merely persuasive, non-binding authority.²⁴

OBSERVANCE OF GOOD FAITH IN INTERNATIONAL TRADE

9. Article 7 (1) also requires that the Convention be interpreted in a manner that promotes the observance of good faith in international trade.²⁵ It has been held that requiring notice of avoidance where a seller has “unambiguously and definitely” declared that it will not perform its obligations would be contrary to this mandate.²⁶ Although good faith is expressly referred to only in article 7 (1), insofar as it relates to the Convention’s interpretation, there are numerous rules in the Convention that reflect the good faith principle. The following provisions are among those that manifest the principle:

- Article 16 (2) (b), which makes an offer irrevocable if it was reasonable for the offeree to rely upon the offer being held open and the offeree has acted in reliance on the offer;
- Article 21 (2), which deals with a late acceptance that was sent in such circumstances that, had its transmission been normal, it would have reached the offeror in due time;
- Article 29 (2), which in certain circumstances precludes a party from invoking a contractual provision that requires modifications or terminations of the contract to be in writing;
- Articles 37 and 46, on the right of a seller to cure non-conformities in the goods;
- Article 40, which precludes a seller from relying on the buyer’s failure to give notice of non-conformity in accordance with articles 38 and 39 if the lack of conformity relates to facts of which the seller knew or could not have been unaware and which he did not disclose to the buyer;
- Article 47 (2), article 64 (2), and article 82, on the loss of the right to declare the contract avoided;
- Articles 85 to 88, which impose on the parties obligations to preserve the goods.²⁷

GAP-FILLING

10. Under article 7 (2),²⁸ gaps in the Convention—i.e. questions the Convention governs but for which it does not expressly provide answers (which some courts consider to be “internal gaps”)²⁹—are filled, if possible, without resorting to domestic law, but rather in conformity with the Convention’s general principles,³⁰ so as to ensure uniformity in the application of the Convention.³¹ Only where no such general principles can be identified does article 7 (2) permit reference to the applicable national law to solve those questions,³² an approach to be resorted to “only as a last resort”.³³ Thus, the Convention “imposes first an intro-interpretation with respect to interpretation issues or gaps (i.e. solutions are first to be sought within the [Convention] system itself).”³⁴ Matters the Convention does not govern at all, which some courts label “external gaps”,³⁵ are resolved on the basis of the domestic law applicable pursuant to the rules of private international law of the forum,³⁶ or, where applicable, other uniform law conventions.³⁷ Such matters are discussed in the Digest for article 4.

11. A court has stated that the internal gaps of the Convention can also be filled through analogy.³⁸ A different court stated expressly that, general principles of domestic law cannot be used to fill the internal gaps of the Convention, as this would go against a uniform application of the Convention.³⁹

GENERAL PRINCIPLES OF THE CONVENTION

Party autonomy

12. According to several courts, one of the general principles upon which the Convention is based is party autonomy.⁴⁰ According to one court, “the fundamental principle of private autonomy is confirmed [in article 6;] it allows the parties to agree upon provisions which derogate from the provisions of the Convention or even to completely exclude its application with express and/or tacit agreement”.⁴¹

Good faith

13. Good faith has also been found to be a general principle of the Convention.⁴² That general principle has led a court to state that a buyer need not explicitly declare a contract avoided if the seller has refused to perform its obligations, and that to insist on an explicit declaration in such circumstance would violate the principle of good faith, even though the Convention expressly requires a declaration of avoidance.⁴³ In another case, a court required a party to pay damages because the party’s conduct was “contrary to the principle of good faith in international trade laid down in article 7 CISG”; the court also stated that abuse of process violates the good faith principle.⁴⁴ In a different case, a court stated that in light of the general principle of good faith set forth in the Convention, “it is not sufficient for the applicability of general terms and conditions to refer to the general terms and conditions in the offer to conclude a contract, without providing the text of the general terms and conditions preceding or during the closing of the agreement.”⁴⁵ In yet another case, one court stated that “the jurisdictional clause is invalid pursuant to the principle of good faith contained in article 7 of The United Nations Convention on Contracts for the International Sale of Goods. This principle indicates that a contract shall provide for its content in a manner the parties would reasonably expect. In this sense, the principle of good faith would be violated if this Court were to give validity to the jurisdictional clause on the backside of the contract, to which the [Seller] did not consent.”⁴⁶ Similarly, one court “referred to the principle of good faith, pointing out that the Convention ascribed considerable importance to that principle ‘in that the content of a contract should be as anticipated by the parties, in accordance with the principle of reasonable expectation, which would be gravely undermined if, as the defendant claims, the clause on referral to arbitration contained in the contract of guarantee should be applied.’”⁴⁷

14. In other cases, courts stated that the general principle of good faith requires the parties to cooperate with each other and to exchange information relevant for the performance of their respective obligations.⁴⁸

15. Several courts stated that the prohibition of *venire contra factum proprium* must be considered an established principle of good faith.⁴⁹

Estoppel

16. According to some decisions, estoppel is also one of the general principles upon which the Convention is based—specifically, a manifestation of the principle of good faith.⁵⁰ According to one court, however, the Convention is not concerned with estoppel.⁵¹

Privity of contract

17. One court has asserted that, although not expressly stated in the Convention, the doctrine of privity of contract is applicable to a contract governed by the Convention as “a general principle accepted by international treaties and relevant state laws”.⁵²

Place of payment of monetary obligations

18. A significant number of decisions hold that the Convention includes a general principle relating to the place of performance of monetary obligations. Thus in determining the place for paying compensation for non-conforming goods, one court stated that “if the purchase price is payable at the place of business of the seller,” as provided by article 57 of the Convention, then “this indicates a general principle valid for other monetary claims as well.”⁵³ In an action for restitution of excess payments made to a seller, a court stated that there was a general principle that “payment is to be made at the creditor’s domicile, a principle that is to be extended to other international trade contracts under article 6.1.6 of the UNIDROIT Principles.”⁵⁴ Other courts identified a general principle of the Convention under which, upon avoidance of a contract, “the place for performance of restitution obligations should be determined by transposing the primary obligations—through a mirror effect—into restitution obligations”.⁵⁵ One court reached the same result by resorting to analogy.⁵⁶ One decision, however, denies the existence of a Convention general principle for determining the place for performance of all monetary obligations.⁵⁷

Currency of payment

19. One court has observed that the question of the currency of payment is governed by, although not expressly settled in, the Convention.⁵⁸ The court noted that according to one view, a general principle underlying CISG is that, except where the parties have agreed otherwise, the seller’s place of business controls all questions relating to payment, including the question of currency. However, the court also noted that there is a view pursuant to which no pertinent general principle is to be found in the Convention, and thus applicable domestic law has to govern the matter. The court did not choose which alternative was the correct approach because, on the facts of the case, each led to the same the result (payment was due in the currency of the seller’s place of business). Other courts held that the issue of the currency is not at all governed by the Convention and, therefore, is governed by the applicable domestic law.⁵⁹

Burden of proof

20. According to many decisions,⁶⁰ the question of which party bears the burden of proof is a matter governed by, albeit not explicitly settled in, the Convention. The issue is therefore to be settled in conformity with the general principles on which the Convention is based, provided pertinent general principles underlie the Convention.⁶¹ According to various decisions, article 79 (1)⁶² and (according to one court decision) article 2 (a) evidence such general principles, which have been summarized as follows: a party attempting to derive beneficial legal consequences from a provision has the burden of proving the existence of the factual prerequisites required to invoke the provision;⁶³ a party claiming an exception has to prove the factual prerequisites of that exception.⁶⁴ According to some tribunals, for the allocation of the burden of proof, “it must be taken into account how close each party is to the relevant facts at issue, i.e., a party’s ability to gather and submit evidence for that point.”⁶⁵ According to some courts, however, burden of proof is a matter not at all governed by the Convention, and is instead left to domestic law.⁶⁶

Full compensation

21. According to some decisions the Convention is also based upon a principle of full compensation for losses in the event of breach.⁶⁷ One court restricted this general principle to cases in which, as a result of a breach, a contract is avoided.⁶⁸ One court stated that the limitation of damages to foreseeable ones constitutes a general principle of the Convention.⁶⁹

Informality

22. Several tribunals have stated that the principle of informality, evidenced in article 11, constitutes a general principle upon which the Convention is based;⁷⁰ from this principle it follows, *inter alia*, that the parties are free to modify or terminate their contract orally, in writing, or in any other form. An implied termination of the contract has been held possible,⁷¹ and it has been held that a written contract may be modified orally.⁷² Also, according to various courts, the principle of informality allows one to state that “a notice [of non-conformity] need not be evidenced in writing and can thus be given orally or via telephone”.⁷³ One court, however, reached the opposite result when it stated that “the [Convention] does not specify the form of the notice of non-conformity, but the fact that the notice has to be sent, as well as the provisions on its content logically suggest that the notice should be in the written form.”⁷⁴ Thus, according to that court, “a notice specifying the nature of the lack of conformity should be sent by registered mail, by telegram or by other reliable means.”⁷⁵

Dispatch of communications

23. The dispatch rule in article 27 applies to communications between the parties after they have concluded a contract. Under this rule, a notice, request or other communication becomes effective as soon as the declaring party releases it from its own sphere of control using an

appropriate means of communication. This rule applies to a notice of non-conformity or of third-party claims (articles 39, 43); to demands for specific performance (article 46), price reduction (article 50), damages (article 45, paragraph 1 (b)) or interest (article 78); to a declaration of avoidance (articles 49, 64, 72, 73); to a notice fixing an additional period for performance (articles 47, 63); and to other notices provided for in the Convention, such as those described in article 32 (1), article 67 (2), and article 88. Case law states that the dispatch principle is a general principle underlying Part III of the Convention,⁷⁶ and thus also applies to any other communication the parties may have provided for in their contract unless they have agreed that the communication must be received to be effective.⁷⁷

Mitigation of damages

24. Article 77 contains a rule under which a damage award can be reduced by the amount of losses that the aggrieved party could have mitigated by taking measures that were reasonable in the circumstances. The mitigation of damages principle has also been considered a general principle upon which the Convention is based.⁷⁸ A Supreme Court deduced from articles 7 (1), 77 and 80 the general principle that parties who both, though independently, contributed to damage falling under the Convention should each bear their respective share.⁷⁹

Binding usages

25. Another general principle, recognized by case law, is the one informing article 9 (2), under which the parties are bound, unless otherwise agreed, by a usage of which they knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts of the type involved in the particular trade concerned.⁸⁰

Set-off

26. One court has suggested that the issue of set-off is governed by, although not expressly settled in, the Convention; and that the Convention contains a general principle within the meaning of article 7 (2) that permits reciprocal claims arising under the Convention (in the case at issue, the buyer's claims for damages and the seller's claim for the balance of the sale proceeds) to be offset.⁸¹ According to other courts, however, the issue of set-off is not governed by the Convention at all and is, thus, left to the applicable domestic law.⁸² However, a recent Supreme Court decision held that CISG covers the issue of set-off if the mutual claims stem from the same contract and if that contract is governed by CISG.⁸³ It is merely necessary that the party expressly or impliedly declares set-off; then the mutual claims are extinguished to the extent they are equal in amount.⁸⁴ In another decision, the same Supreme Court held that set-off is excluded if the parties agreed on a choice of court clause according to which any claim must be brought before the courts at the defendant's seat.⁸⁵ In the concrete case the Chinese seller of x-ray tubes had sued the German buyer in Germany for payment; the buyer's set-off with a damages claim for defects was refused, because of the choice of court clause this claim had to be brought in China.

However, the Court allowed the buyer's defence of non-fulfillment of the contract and to withhold payment.⁸⁶

Right to withhold performance and the principle of simultaneous exchange of performances

27. According to some courts, the Convention provides for a general right of the buyer to withhold performance of its payment obligation where the seller does not perform its obligation.⁸⁷ According to some courts, "the principle of simultaneous exchange of performances also underlies the Convention."⁸⁸

Right to interest

28. Some tribunals stated that entitlement to interest on all sums in arrears (see article 78) also constitutes a general principle of the Convention.⁸⁹ According to some tribunals, the Convention is based upon a general principle under which entitlement to interest does not require a formal notice to the debtor in default.⁹⁰ Other decisions, however, state that interest on sums in arrears is due only if a formal notice has been given to the debtor.⁹¹

29. According to some courts, the determination of the rate of interest, a matter not specifically addressed in the Convention, is to be solved through resort to the general principles of the Convention. According to the majority of the opinions, however, the interest rate is not governed by the Convention at all; thus, its determination is left to the law applicable to be identified by means of the rules of private international law of the forum, as per article 7 (2).⁹²

Costs of one's own obligations

30. According to one court, the Convention is based upon the principle pursuant to which "each party has to bear the costs of its obligation."⁹³

Changed circumstances and right to renegotiate

31. According to one court, pursuant to the general principles upon which the Convention is based, "the party who invokes changed circumstances that fundamentally disturb the contractual balance [. . .] is also entitled to claim the renegotiation of the contract."⁹⁴

Favor contractus

32. Commentators have also suggested that the Convention is based upon the *favor contractus* principle, pursuant to which one should adopt approaches that favor finding that a contract continues to bind the parties rather than that it has been avoided. This view has also been adopted in case law. One court expressly referred to the principle of *favor contractus*,⁹⁵ while one stated that the Convention's general principles "provide a preference for performance".⁹⁶ A different court merely stated that avoidance of the contract constitutes an "*ultima ratio*" remedy.⁹⁷

33. Several decisions have identified article 40 as embodying a general principle of the Convention applicable to resolve unsettled issues under the Convention.⁹⁸ According to an arbitration panel, “article 40 is an expression of the principles of fair trading that underlie also many other provisions of the Convention, and it is by its very nature a codification of a general principle”.⁹⁹ Thus, the decision asserted, even if article 40 did not apply directly where goods failed to conform to a contractual warranty clause, the general principle underlying article 40 would be indirectly applicable to the situation by way of article 7 (2). In another decision, a court derived from article 40 a general principle that even a very negligent buyer deserves more protection than a fraudulent seller; it then applied the principle to hold that a seller that had misrepresented the age and mileage of a car could not escape liability under article 35 (3)¹⁰⁰ even if the buyer could not have been unaware of the lack of conformity at the time of the conclusion of the contract.¹⁰¹

UNIDROIT PRINCIPLES AND PRINCIPLES OF EUROPEAN CONTRACT LAW

34. According to one court, the general principles of the Convention are incorporated, *inter alia*, in the UNIDROIT Principles of International Commercial Contracts.¹⁰²

According to one arbitral tribunal, the UNIDROIT “Principles are principles in the sense of article 7 (2) CISG”.¹⁰³

35. One arbitral tribunal,¹⁰⁴ in deciding the rate of interest to apply to payment of sums in arrears, applied the rate specified in both article 7.4.9 of the UNIDROIT Principles of International Commercial Contracts and in article 4.507 of the former Principles of European Contract Law, arguing that such rules had to be considered general principles upon which the Convention is based. In other cases,¹⁰⁵ arbitral tribunals referred to the UNIDROIT Principles of International Commercial Contracts to corroborate results under rules of the Convention; one court also referred to the UNIDROIT Principles of International Commercial Contracts in support of a solution reached on the basis of the Convention.¹⁰⁶ According to another court, the UNIDROIT Principles can help determine the precise meaning of general principles upon which CISG is based.¹⁰⁷

36. In a decision relating to article 76 of the Convention, an arbitral tribunal stated that the equivalent provision to be found in the “UNIDROIT Principles uses simpler language and condenses parts of CISG article 76 into a more readable form. It can be argued therefore that it would be advantageous if the Principle were read before the counterpart provision of the CISG is applied. It would allow the court or arbitral tribunal to get a ‘feeling’ of what CISG attempts to achieve.”¹⁰⁸

Notes

¹CLOUT case No. 549 [Audiencia Provincial de Valencia, Spain, 7 June 2003] (see full text of the decision).

²See United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March–11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, p. 17.

³For references in case law to the need to take the Convention’s international character into account in the interpretation of the Convention, see Supreme People’s Court, People’s Republic of China, 30 June 2014, (ThyssenKrupp Metallurgical Products GmbH v. Sinochem International (Overseas) Pte Ltd), (2013) *Min Si Zhong Zi* No. 35 Civil Judgment, available on the Internet at www.court.gov.cn; U.S. Court of Appeals (3rd Circuit), United States, 21 July 2010, available on the Internet at www.cisg.law.pace.edu; Hof van Cassatie, Belgium, 19 June 2009, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Breda, the Netherlands, 27 February 2008, Unilex; CLOUT case No. 946 [Regional Court in Bratislava, Slovakia, 11 October 2005]; CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision); U.S. District Court, Northern District of Illinois, United States, 21 March 2004, available on the Internet at www.cisg.law.pace.edu (citing seven foreign court decisions); CLOUT case No. 720 [Netherlands Arbitration Institute, the Netherlands, Arbitration, 15 October 2002] (see full text of the decision); CLOUT case No. 418 [U.S. District Court, Eastern District of Louisiana, United States, 17 May 1999] (see full text of the decision); CLOUT case No. 138 [U.S. Court of Appeals (2nd Circuit), United States, 6 December 1995] (see full text of the decision); CLOUT case No. 84 [Oberlandesgericht Frankfurt a.M., Germany, 20 April 1994] (see full text of the decision); CLOUT case No. 201 [Richteramt Laufen des Kantons Berne, Switzerland, 7 May 1993] (see full text of the decision).

⁴CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003] (see full text of the decision).

⁵See CLOUT case No. 222 [U.S. Court of Appeals (11th Circuit), United States, 29 June 1998] (see full text of the decision); CLOUT case No. 413 [U.S. District Court, Southern District of New York, United States, 6 April 1998] (see full text of the decision); CLOUT case No. 230 [Oberlandesgericht Karlsruhe, Germany, 25 June 1997] (see full text of the decision); CLOUT case No. 171 [Bundesgerichtshof, Germany, 3 April 1996] (see full text of the decision); CLOUT case No. 201 [Richteramt Laufen des Kantons Berne, Switzerland, 7 May 1993] (see full text of the decision).

⁶CLOUT case No. 1256 [Court of Appeal Wellington, New Zealand, 22 July 2011] (*Smallmon v. Transport Sales Ltd*), [2012] 2 NZLR 109 at 121, [2011] NZCA 340 at [39]–[41]; High Court of New Zealand, New Zealand, 30 July 2010, available on the Internet at www.cisg.law.pace.edu; Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; Polimeles Prodikio Athinon, Greece, 2009 (docket No. 4505/2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 842 [Tribunale di Modena, Italy, 9 December 2005] (see full text of the decision); CLOUT case No. 747 [Oberster Gerichtshof, Austria, 23 May 2005] (see full text of the decision); CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision); CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); CLOUT case No. 595 [Oberlandesgericht München, Germany, 15 September 2004]; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 892 [Kantonsgericht Schaffhausen, Switzerland, 27 January 2004]; CLOUT case No. 333 [Handelsgericht des Kantons Aargau, Switzerland, 11 June 1999]; CLOUT case No. 271 [Bundesgerichtshof, Germany, 24 March 1999] (see full text of the decision); CLOUT case No. 217 [Handelsgericht des Kantons Aargau, Switzerland, 26 September 1997] (see full text of the decision).

⁷American Arbitration Association, United States, 23 October 2007, available on the Internet at www.cisg.law.pace.edu.

⁸Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu.

⁹High Court of New Zealand, New Zealand, 30 July 2010, available on the Internet at www.cisg.law.pace.edu; see also Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 842 [Tribunale di Modena, Italy, 9 December 2005] (see full text of the decision); CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision); see also CLOUT case No. 720 [Netherlands Arbitration Institute, the Netherlands, 15 October 2002] (see full text of the decision).

¹⁰Oberlandesgericht München, Germany, 14 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 747 [Oberster Gerichtshof, Austria, 23 May 2005] (see full text of the decision); CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision); Oberlandesgericht Düsseldorf, Germany, 25 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 434 [U.S. District Court, Northern District of Illinois, United States, 28 August 2001].

¹¹See Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision); CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

¹²CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

¹³CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁴CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁵CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁶U.S. District Court, Southern District of New York, United States, 20 August 2008, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of New York, United States, 16 April 2008, available on the Internet at www.cisg.law.pace.edu; U.S. Court of Appeals (7th Circuit), United States, 23 May 2005, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 699 [U.S. District Court, Eastern District Court of New York, United States, 19 March 2005] (see full text of the decision); U.S. District Court, Northern District of Illinois, United States, 21 March 2004, available on the Internet at www.cisg.law.pace.edu (citing seven foreign court decisions); CLOUT case No. 579 [U.S. District Court, Southern District of New York, United States, 10 May 2002].

¹⁷U.S. District Court, Southern District of New York, United States, 20 August 2008, available on the Internet at www.cisg.law.pace.edu; U.S. District Court, Southern District of New York, United States, 16 April 2008, available on the Internet at www.cisg.law.pace.edu; American Arbitration Association, United States, 23 October 2007, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 699 [U.S. District Court, Eastern District Court of New York, United States, 19 March 2005] (see full text of the decision); U.S. District Court, Northern District of Illinois, United States, 21 March 2004, available on the Internet at www.cisg.law.pace.edu (citing seven foreign court decisions); CLOUT Case No. 580 [U.S. Court of Appeals (4th Circuit), 21 June 2002]; CLOUT case No. 138 [U.S. Court of Appeals (2nd Circuit), United States, 6 December 1995] (see full text of the decision).

¹⁸See CLOUT case No. 720 [Netherlands Arbitration Institute, the Netherlands, 15 October 2002] (see full text of the decision); Landgericht Aachen, Germany, 20 July 1995, available on the Internet at www.cisg-online.ch (referring to the legislative history of article 78); CLOUT case No. 84 [Oberlandesgericht Frankfurt a.M., Germany, 20 April 1994] (see full text of the decision).

¹⁹CLOUT case No. 426 [Oberster Gerichtshof, Austria, 13 April 2000], also available on the Internet at www.cisg.at.

²⁰CLOUT case No. 699 [U.S. District Court, Eastern District Court of New York, United States, 19 March 2005] (see full text of the decision); see also CLOUT case No. 580 [U.S. Circuit Court of Appeals (4th Circuit), United States, 21 June 2002]; CLOUT case No. 434 [U.S. District Court, Northern District of Illinois, United States, 28 August 2001].

²¹CLOUT case No. 1021 [Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 15 July 2008] (Milk packaging equipment case), English translation available on the Internet at www.cisg.law.pace.edu (expressly stating that “foreign judicial practice [. . .] should be taken into consideration for the purpose of achieving uniform application of the Convention, pursuant to article 7(1) of the Convention”).

²²See, for example, CLOUT case No. 1029 [Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 28 January 2009], English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 549 [Audiencia Provincial de Valencia, Spain, 7 June 2003]; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 613 [U.S. District Court for the Northern District of Illinois, United States, 28 March 2002] (see full text of the decision).

²³High Court of New Zealand, New Zealand, 30 July 2010, available on the Internet at www.cisg.law.pace.edu (citing decisions from three different foreign jurisdictions); U.S. District Court, Northern District of Georgia, United States, 17 December 2009, available on the Internet at www.cisg.law.pace.edu (citing a French and a Chinese decision); Rechtbank Arnhem, the Netherlands, 29 July 2009, unpublished (citing an Austrian decision); Rechtbank Amsterdam, the Netherlands, 3 June 2009 (docket No. 403763/HA ZA 08-2073) unpublished (citing a decision by the German Supreme Court); Oberlandesgericht Hamm, Germany, 2 April 2009, available on the Internet at www.cisg-online.ch (citing a decision rendered by a court from the United States); Rechtbank Rotterdam, the Netherlands, 25 February 2009, English translation available

on the Internet at www.cisg.law.pace.edu (citing a decision rendered by the German Supreme Court); Tribunale di Forlì, Italy, 16 February 2009, English translation available on the Internet at www.cisg.law.pace.edu (citing more than 30 foreign court decisions); CLOUT case No. 1202 [Rechtbank Utrecht, the Netherlands, 21 January 2009, English translation available on the Internet at www.cisg.law.pace.edu (citing a German decision)]; CLOUT case No. 867 [Tribunale di Forlì, Italy, 11 December 2008], English translation available on the Internet at www.cisg.law.pace.edu (citing 47 foreign court decisions); CLOUT case No. 958 [Federal Court of Australia, South Australia District Registry, Australia, 24 October 2008] (citing a French Supreme Court decision); U.S. District Court, Northern District of Illinois, United States, 3 September 2008, available on the Internet at www.cisg.law.pace.edu (citing a French decision); CLOUT case No. 1232 [Oberlandesgericht Stuttgart, Germany, 31 March 2008], English translation available on the Internet at www.cisg.law.pace.edu (citing a Finnish and a Dutch decision); CLOUT case No. 1189 [Tribunale di Rovereto, Italy, 21 November 2007] (citing two German decisions); CLOUT case No. 1080 [Supreme Court, Poland, 11 May 2007] (Shoe leather case), English translation available on the Internet at www.cisg.law.pace.edu (citing an Austrian decision); U.S. District Court, Western District Washington, United States, 13 April 2006, available on the Internet at www.cisg.law.pace.edu (citing a Swiss court decision); CLOUT case No. 721 [Oberlandesgericht Karlsruhe, Germany, 8 February 2006] (see full text of the decision) (citing both a Swiss and a U.S. decision); Landgericht Neubrandenburg, Germany, 3 August 2005, English translation available on the Internet at www.cisg.law.pace.edu (citing a Russian arbitral award); CLOUT case No. 774 [Bundesgerichtshof, Germany, 2 March 2005] (see full text of the decision) (citing two Austrian Supreme Court decisions); CLOUT case No. 651 [Tribunale di Padova, Italy, 11 January 2005] (see full text of the decision) (citing 13 foreign court decisions); CLOUT case No. 773 [Bundesgerichtshof, Germany, 30 June 2004] (see full text of the decision) (citing two foreign court decisions as well as two arbitral awards); U.S. District Court, Northern District of Illinois, United States, 21 March 2004, available on the Internet at www.cisg.law.pace.edu (citing seven foreign court decisions); Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu (citing 17 foreign court decisions); CLOUT case No. 695 [U.S. District Court, Eastern District of Pennsylvania, United States, 29 March 2004] (see full text of the decision) (citing two German decisions); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu (citing 30 foreign decisions and arbitral awards); Landgericht Mannheim, Germany, 16 February 2004, IHR 2006, 106, 107 (citing a Swiss decision and U.S. decision); CLOUT case No. 819 [Landgericht Tier, Germany, 8 January 2004] (citing a decision rendered by a U.S. court); CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003] (see full text of the decision) (citing a Belgium and a Swiss decision); CLOUT case No. 889 [Handelsgericht Kanton Zürich, Switzerland, 24 October 2003] (see full text of the decision) (citing a decision of the German Supreme Court); CLOUT case No. 549 [Audiencia Provincial Valencia, Spain, 7 June 2003] (see full text of the decision) (citing three foreign decisions); CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision) (citing 37 foreign cases and arbitral awards); CLOUT case No. 882 [Handelsgericht Aargau, Switzerland, 5 November 2002] (see full text of the decision) (citing a German decision); CLOUT case No. 613 [U.S. District Court, Northern District of Illinois, United States, 28 March 2002] (see full text of the decision) (citing an Australian decision); CLOUT case No. 447 [U.S. District Court, Southern District of New York, United States, 26 March 2002] (see full text of the decision) (citing three German decisions); Rechtbank van Koophandel Hasselt, Belgium, 6 March 2002, available on the Internet at www.law.kuleuven.be (citing a Swiss decision); CLOUT case No. 631 [Supreme Court of Queensland, Australia, 17 November 2000] (see full text of the decision) (citing one foreign decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision) (citing 40 foreign cases and arbitral awards); CLOUT case No. 426 [Oberster Gerichtshof, Austria, 13 April 2000] (see full text of the decision) (citing one foreign decision); CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999] (see full text of the decision) (citing one foreign decision); CLOUT case No. 418 [U.S. District Court, Eastern District of Louisiana, United States, 17 May 1999] (see full text of the decision) (citing one German case); CLOUT case No. 1254 [Rechtbank Koophandel Hasselt, Belgium, 2 December 1998], also available on the Internet at www.law.kuleuven.be (citing two foreign decisions); CLOUT case No. 205 [Cour d'appel de Grenoble, France, 23 October 1996] (see full text of the decision) (citing one foreign decision); Tribunale di Cuneo, Italy, 31 January 1996, English translation available on the Internet at www.cisg.law.pace.edu (citing two foreign decisions).

²⁴U.S. District Court, Northern District of Illinois, United States, 21 March 2004, available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000]; CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999].

²⁵See United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March–11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, p. 18; for a reference in case law to the text of article 7 (1) referred to in the text, see, for example, Rechtbank Breda, the Netherlands, 27 February 2008, Unilex; CLOUT case No. 802 [Tribunal Supremo, Spain, 17 January 2008] (see full text of the decision).

²⁶CLOUT case No. 595 [Oberlandesgericht München, Germany, 15 September 2004].

²⁷United Nations Conference on Contracts for the International Sale of Goods, Vienna, 10 March–11 April 1980, Official Records, Documents of the Conference and Summary Records of the Plenary Meetings and of the Meetings of the Main Committee, 1981, p. 18.

²⁸For a recital of the text of article 7 (2) by the courts, see, for example, District Court in Nitra, Slovakia, 9 March 2007, English translation available on the Internet at www.cisg.law.pace.edu; Efetio Thessalonikis, Greece, 2006 (docket No. 2923/2006), English summary available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 29 September 2006, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 27 October 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 18 October 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 946 [Regional Court in Bratislava, Slovakia, 11 October 2005]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 18 July 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 3 September 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 28 May 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 11 November 2002, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Rotterdam, the Netherlands, 12 July 2001, English translation available on the Internet at www.cisg.law.pace.edu.

²⁹Amtgericht Sursee, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; Oberlandesgericht Frankfurt, Germany, 6 October 2004, English translation available on the Internet at www.cisg.law.pace.edu.

³⁰See *Rechtbank Arnhem*, the Netherlands, 29 July 2009 (docket No. 172927/HA ZA 08-1230), unpublished; *Hof van Cassatie*, Belgium, 19 June 2009, English translation available on the Internet at www.cisg.law.pace.edu; *Rechtbank Amsterdam*, the Netherlands, 3 June 2009 (docket No. 403763/HA ZA 08-2073), unpublished; U.S. District Court, Southern District of New York, United States, 20 August 2008, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 961 [Economic Court of the City of Minsk, Belarus, 10 April 2008]; *Rechtbank Breda*, the Netherlands, 27 February 2008, Unilex; District Court in Bardejov, Slovakia, 29 October 2007, www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 29 December 2006, English translation available on the Internet at www.cisg.law.pace.edu.

³¹*Amtgericht Sursee*, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch.

³²See CLOUT case No.961 [Economic Court of the City of Minsk, Belarus, 10 April 2008]; CLOUT case No. 932 [Obergericht des Kantons Thurgau, Switzerland, 12 December 2006]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 28 June 2004, English translation available on the Internet at www.cisg.law.pace.edu; Juzgado Comercial No. 26 Secretaria No. 51, Buenos Aires, Argentina, 2 July 2003, translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, Paris, 23 January 1997 (Arbitral award in case No. 8611/HV/JK), Unilex.

³³American Arbitration Association, United States, 23 October 2007, available on the Internet at www.cisg.law.pace.edu; see also Federal Arbitration Court for the Moscow Region, Russian Federation, 25 June 2001, English translation available on the Internet at www.cisg.law.pace.edu.

³⁴CLOUT case No. 720 [Netherlands Arbitration Institute, the Netherlands, 15 October 2002] (see full text of the decision).

³⁵*Amtgericht Sursee*, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch.

³⁶See, for example, *Rechtbank Rotterdam*, the Netherlands, 17 March 2010 (docket No. 306752/HA ZA 08-1162) unpublished; *Rechtbank Zwolle*, the Netherlands, 9 December 2009 (docket No. 145652/HA ZA 08-635) unpublished; *Landgericht München*, Germany, 18 May 2009, available on the Internet at www.cisg-online.ch; U.S. District Court, New Jersey, United States, 15 April 2009, available on the Internet at www.cisg.law.pace.edu; *Polimeles Protodikio Athinon*, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; *Amtgericht Sursee*, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; *Landgericht Landshut*, Germany, 12 June 2008, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 849 [Audiencia Provincial de Pontevedra, Spain, 19 December 2007]; CLOUT case No. 934 [Tribunal cantonal du Valais, Switzerland, 27 April 2007], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 828 [Gerechthof 's-Hertogenbosch, the Netherlands, 2 January 2007]; CLOUT case No. 945 [District Court in Galanta, Slovakia, 15 December 2006]; CLOUT case No. 932 [Obergericht des Kantons Thurgau, Switzerland, 12 December 2006]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 15 November 2006, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 9 March 2006, English translation available on the Internet at www.cisg.law.pace.edu; *Rechtbank Arnhem*, the Netherlands, 1 March 2006, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 13 February 2006, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 26 January 2006, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 13 January 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 842 [Tribunale di Modena, Italy, 9 December 2005] (see full text of the decision); *Cour d'appel de Versailles*, France, 13 October 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 944 [Hof 's-Hertogenbosch, the Netherlands, 11 October 2005]; CLOUT case No. 919 [High Commercial Court, Croatia, 26 July 2005]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 27 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 24 January 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Ukraine Chamber of Commerce and Trade, Ukraine, 2005 (Arbitral award in No. 48 of 2005), English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 2 November 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 19 May 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 12 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 19 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Düsseldorf, Germany, 25 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 17 February 2003, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 574 [U.S. District Court, Northern District of Illinois, United States, 29 January 2003] (see full text of the decision); Court of Arbitration of the International Chamber of Commerce, France, 2003 (Arbitral award in No. 11849), available on the Internet at www.cisg.law.pace.edu; China International Economic and Trade Arbitration Commission, People's Republic of China, 27 December 2002, available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 611 [U.S. Circuit Court of Appeals (7th Circuit), United States, 19 November 2002]; CLOUT case No. 636 [Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 21 July 2002]; CLOUT case No. 580 [U.S. Circuit Court of Appeals (4th Circuit), United States, 21 June 2002] (see full text of the decision); Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 22 March 2002, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 28 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; Federal Arbitration Court for the Moscow Region, Russian Federation, 11 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 482 [Cour d'appel de Paris, France, 6 November 2001], also available on the Internet at www.cisg.fr; CLOUT case No. 605 [Oberster Gerichtshof, Austria, 22 October 2001] (see full text of the decision); Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 17 July 2001, English translation available on the Internet at www.cisg.law.pace.edu; Bulgarian Chamber of Commerce and Industry, Bulgaria, 12 March 2001, English translation available on the Internet at

www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 25 January 2001, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 10 January 2001, English translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, France, 2001 (Arbitral award in No. 9771), English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 701 [Cámara Nacional de Apelaciones en lo Comercial, Argentina, 24 April 2000] (stating the same); CLOUT case No. 333 [Handelsgericht des Kantons Aargau, Switzerland, 11 June 1999]; Rechtbank Zutphen, the Netherlands, 29 May 1997, Unilex (stating the same); Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 28 March 1997, available in English on the Internet at www.cisg.law.pace.edu; Amtsgericht Mayen, Germany, 6 September 1994, available on the Internet at www.cisg-online.ch (stating the same); CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993] (stating the same) (see full text of the decision).

³⁷CLOUT case No. 932 [Obergericht des Kantons Thurgau, Switzerland, 12 December 2006].

³⁸CLOUT case No. 1080 [Supreme Court, Poland, 11 May 2007] (Shoe leather case), English translation available on the Internet at www.cisg.law.pace.edu; Oberster Gerichtshof, Austria, 18 December 2002, English translation available on the Internet at www.cisg.law.pace.edu.

³⁹Amtsgericht Hamburg-Altona, Germany, 14 December 2000, available on the Internet at www.cisg-online.ch.

⁴⁰See Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 9 December 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002], also in *Giurisprudenza italiana*, 2003, 896 ff.; CLOUT case No. 1017 [Hof Beroep Ghent, Belgium, 15 May 2002]; Rechtbank van Koophandel Ieper, Belgium, 18 February 2002, available on the Internet at www.law.kuleuven.be; Rechtbank Koophandel Ieper, Belgium, 29 January 2001, available on the Internet at www.law.kuleuven.be; CLOUT case No. 432 [Landgericht Stendal, Germany, 12 October 2000], also in *Internationales Handelsrecht*, 2001, 32.

⁴¹*Polimeles Protodikio Athinon*, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu.

⁴²See Oberlandesgericht Celle, Germany, 24 July 2009, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Rotterdam, the Netherlands, 25 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht München, Germany, 14 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Brandenburg, Germany, 18 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 8 February 2008, Unilex; Audiencia Provincial de Navarra, Spain, 27 December 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1189 [Tribunale di Rovereto, Italy, 21 November 2007]; American Arbitration Association, United States, 23 October 2007, available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Köln, Germany, 21 December 2005, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Neubrandenburg, Germany, 3 August 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 2 June 2005, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 27 May 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1193 [Primer Tribunal Colegiado en Materia Civil del Primer Circuito, Mexico, 10 March 2005], English translation available on the Internet at www.cisg.law.pace.edu; Single-Member Court of First Instance Larissa, Greece, 2005 (docket No. 165/2005), English summary on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Hof 's-Gravenhage, the Netherlands, 23 April 2003, English translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, France, 2003 (Arbitral award in No. 11849), available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 9 December 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1017 [Hof van Beroep Ghent, Belgium, 15 May 2002], also available on the Internet at www.law.kuleuven.be; Bundesgerichtshof, Germany, 9 January 2002, *Internationales Handelsrecht*, 2002, 17; Oberlandesgericht Hamm, Germany, 12 November 2001, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case 445 [Bundesgerichtshof, Germany, 31 October 2001], also in *Internationales Handelsrecht*, 2002, 14 ff.; CLOUT case No. 605 [Oberster Gerichtshof, Austria, 22 October 2001]; CLOUT case No. 297 [Oberlandesgericht München, Germany, 21 January 1998] (see full text of the decision); CLOUT case No. 251 [Handelsgericht des Kantons Zürich, Switzerland, 30 November 1998] (see full text of the decision); CLOUT case No. 645 [Corte d'Appello Milano, Italy, 11 December 1998], also Unilex; CLOUT case No. 1184 [Compromex Arbitration, Mexico, 30 November 1998], also available on the Internet at www.cisgspanish.com; CLOUT case No. 277 [Oberlandesgericht Hamburg, Germany, 28 February 1997]; Rechtbank Arnhem, 17 July 1997, Unilex; Landgericht München, Germany, 6 May 1997, available on the Internet at www.cisg-online.ch (stating the same); CLOUT case No. 337 [Landgericht Saarbrücken, Germany, 26 March 1996]; CLOUT case No. 166 [Arbitration—Schiedsgericht der Handelskammer Hamburg, 21 March, 21 June 1996] (see full text of the decision); CLOUT case No. 136 [Oberlandesgericht Celle, Germany, 24 May 1995] (see full text of the decision); Court of Arbitration of the International Chamber of Commerce, 1995 (Award No. 8128/1995), English translation available on the Internet at www.cisg.law.pace.edu; Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 17 November 1995 (award No. VB/94124), Unilex; CLOUT case No. 154 [Cour d'appel de Grenoble, France, 22 February 1995]; Court of Appeal, New South Wales, Australia, 12 March 1992 (*Renard Constructions v. Minister for Public Works*), Unilex.

⁴³See CLOUT case No. 277 [Oberlandesgericht Hamburg, Germany, 28 February 1997].

⁴⁴CLOUT case No. 154 [Cour d'appel de Grenoble, France, 22 February 1995].

⁴⁵Rechtbank Rotterdam, the Netherlands, 25 February 2009, English translation available on the Internet at www.cisg.law.pace.edu; for similar statements, see CLOUT case No. 1189 [Tribunale di Rovereto, Italy, 21 November 2007]; Oberlandesgericht Köln, Germany, 21 December 2005, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Neubrandenburg, Germany, 3 August 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 831 [Hooge Raad, the Netherlands, 28 January 2005].

⁴⁶Audiencia Provincial de Navarra, Spain, 27 December 2007, English translation available on the Internet at www.cisg.law.pace.edu.

⁴⁷CLOUT case No. 547 [Audiencia Provincial de Navarra, Spain, 22 September 2003].

⁴⁸Oberlandesgericht Celle, Germany, 24 July 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1189 [Tribunale di Rovereto, Italy, 21 November 2007]; Oberlandesgericht Köln, Germany, 21 December 2005, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Neubrandenburg, Germany, 3 August 2005, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 9 December 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 445 [Bundesgerichtshof, Germany, 31 October 2001], also in *Internationales Handelsrecht*, 2002, 14 ff.

⁴⁹CLOUT case No. 595 [Oberlandesgericht München, Germany, 15 September 2004]; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

⁵⁰See High People's Court of Zhejiang Province, People's Republic of China, 27 December 2013, (C & J Sheet Metal Co. Ltd v. Wenzhou Chenxing Machinery Co. Ltd), (2013) *Zhe Shang Wai Zhong Zi* No. 144 Civil Judgment, affirmed by Supreme People's Court, People's Republic of China, 30 April 2014, (2014) *Min Shen Zi* No. 266 Civil Ruling, available on the Internet at www.court.gov.cn; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 27 July 1999, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 230 [Oberlandesgericht Karlsruhe, Germany, 25 June 1997] (see full text of the decision); CLOUT case No. 94 [Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft—Wien, Austria, 15 June 1994]; CLOUT case No. 93 [Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft—Wien, Austria, 15 June 1994] (see full text of the decision); Hof 's-Hertogenbosch, the Netherlands, 26 February 1992, *Nederlands Internationaal Privaatrecht*, 1992, No. 354.

⁵¹Rechtbank Amsterdam, Netherlands, 5 October 1994, *Nederlands Internationaal Privaatrecht*, 1995, No. 231.

⁵²Ningbo Intermediate People's Court, People's Republic of China, 28 January 2014, (2012) *Zhe Yong Min Yi Chu Zi* No. 1, Civil Judgment, affirmed by High People's Court of Zhejiang Province, People's Republic of China, 20 August 2014, (Grand Resources Group Co. Ltd v. STX Corp.) (2014) *Zhe Shang Wai Zhong Zi* No. 48 Civil Judgment, available on the Internet at www.ccmt.org.cn.

⁵³CLOUT case No. 49 [Oberlandesgericht Düsseldorf, Germany 2 July 1993].

⁵⁴CLOUT case No. 205 [Cour d'appel de Grenoble, France, 23 October 1996], also in *Revue critique de droit international privé*, 1997, 756.

⁵⁵Amtgericht Sursee, Switzerland, 12 September 2008, available on the Internet at www.cisg-online.ch; Oberster Gerichtshof, Austria, 29 June 1999, *Transportrecht-Internationales Handelsrecht*, 1999, 48.

⁵⁶Oberster Gerichtshof, Austria, 18 December 2002, English translation available on the Internet at www.cisg.law.pace.edu.

⁵⁷CLOUT case No. 312 [Cour d'appel de Paris, France, 14 January 1998].

⁵⁸Landgericht Berlin, Germany, 24 March 1998, Unilex.

⁵⁹Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 934 [Tribunal cantonal du Valais, Switzerland, 27 April 2007], English translation available on the Internet at www.cisg.law.pace.edu; Tribunal cantonal du Valais, Switzerland, 27 October 2006, English translation available on the Internet at www.cisg.law.pace.edu; Juzgado Comercial No. 26 Secretaria No. 51, Buenos Aires, Argentina, English 2 July 2003, translation available on the Internet at www.cisg.law.pace.edu.

⁶⁰See Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 934 [Tribunal cantonal du Valais, Switzerland, 27 April 2007], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003]; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000]; CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999]; CLOUT case No. 196 [Handelsgericht des Kantons Zürich, Switzerland, 26 April 1995] (see full text of the decision); CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993].

⁶¹See CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993].

⁶²CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000]; Bundesgerichtshof, Germany, 9 January 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 380 [Tribunale di Pavia, Italy, 29 December 1999].

⁶³For references to this principle, see Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 934 [Tribunal cantonal du Valais, Switzerland, 27 April 2007], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003]; Bundesgerichtshof, Germany, 9 January 2002, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000]; Landgericht Frankfurt, 6 July 1994, available on the Internet at www.cisg-online.ch; CLOUT case No. 107 [Oberlandesgericht Innsbruck, Austria, 1 July 1994] (see full text of the decision).

⁶⁴See Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003] (see full text of the decision); CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000].

⁶⁵CLOUT case No. 894 [Bundesgericht, Switzerland, 7 July 2004] (see full text of the decision); see also CLOUT case No. 885 [Bundesgericht, Switzerland, 13 November 2003] (see full text of the decision).

⁶⁶See CLOUT case No. 1509 [Cour de cassation, France, 26 March 2013]; CLOUT case No. 261 [Bezirksgericht der Sanne, Switzerland, 20 February 1997]; CLOUT case No. 103 [International Chamber of Commerce, 1993 (no. 6653)]. In one case, a state court referred to the problem of whether the Convention is based upon a particular general principle in respect of the issue of burden of proof or whether the issue is one not governed by the Convention, but left the issue open: see CLOUT case No. 253 [Cantone del Ticino Tribunale d'appello, Switzerland, 15 January 1998].

⁶⁷Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 424 [Oberster Gerichtshof, Austria, 9 March 2000], also available on the Internet at www.cisg.at; CLOUT cases Nos. 93 [Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft-Wien, Austria, 15 June 1994] and 94 [Internationales Schiedsgericht der Bundeskammer der gewerblichen Wirtschaft-Wien, Austria, 15 June 1994].

⁶⁸CLOUT case No. 424 [Oberster Gerichtshof, Austria, 9 March 2000], also available on the Internet at www.cisg.at.

⁶⁹Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 9 December 2002, English translation available on the Internet at www.cisg.law.pace.edu.

⁷⁰See Rechtbank Arnhem, the Netherlands, 17 January 2007, English translation available on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Rotterdam, the Netherlands, 12 July 2001, English translation available on the Internet at www.cisg.law.pace.edu; Bundesgericht, Switzerland, 15 September 2000, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1194 [Compromex Arbitration, Mexico, 29 April 1996], also available on the Internet at www.cisgspanish.com; CLOUT case No. 176 [Oberster Gerichtshof, Austria, 6 February 1996] (see full text of the decision).

⁷¹Oberster Gerichtshof, Austria, 29 June 1999, *Zeitschrift für Rechtsvergleichung*, 2000, 33.

⁷²CLOUT case No. 176 [Oberster Gerichtshof, Austria, 6 February 1996] (see full text of the decision).

⁷³Handelsgericht Wien, Austria, 3 May 2007, English translation available on the Internet at www.cisg.law.pace.edu.

⁷⁴Foreign Trade court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 6 November 2005, English translation available on the Internet at www.cisg.law.pace.edu; see also Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 27 November 2002, English translation available on the Internet at www.cisg.law.pace.edu.

⁷⁵Foreign Trade court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 6 November 2005, English translation available on the Internet at www.cisg.law.pace.edu.

⁷⁶Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

⁷⁷Landgericht Stuttgart, Germany, 13 August 1991, available on the Internet at www.cisg-online.ch (according to the contract, the notice of non-conformity had to be by registered letter. The court held that that meant that the notice had to be received by the other party. Moreover, the declaring party had also to prove that the notice had been received by the other party). See also CLOUT case No. 305 [Oberster Gerichtshof, Austria, 30 June 1998].

⁷⁸Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Zwickau, 19 March 1999, available on the Internet at www.cisg-online.ch; Court of Arbitration of the International Chamber of Commerce, December 1997 (Arbitral award No. 8817), Unilex; see also CLOUT case No. 608 [Tribunale di Rimini, Italy, 26 November 2002], also in *Giurisprudenza italiana*, 2003, 896 ff.

⁷⁹Bundesgerichtshof, Germany, 26 September 2012, *Internationales Handelsrecht* 2012, 231 = CISG-online No. 2348 (the seller had delivered sand contaminated with dioxin for the separation of potatoes; the buyer used this sand and sold the thereby contaminated potato peelings without further examination; the Supreme Court distributed the damage – claims of sub-buyers – half and half between the parties).

⁸⁰Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Koophandel Ieper, Belgium, 29 January 2001, available on the Internet at www.law.kuleuven.be.

⁸¹CLOUT case No. 348 [Oberlandesgericht Hamburg, Germany, 26 November 1999].

⁸²See Landgericht München, Germany, 18 May 2009, available on the Internet at www.cisg-online.ch; Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; Monomeles Protodikio Thessalonikis, Greece, 2007 (docket No. 43945/2007), English summary available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 894 [Bundesgericht, Switzerland, 7 July 2004] (see full text of the decision); Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Düsseldorf, Germany, 25 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Mönchengladbach, Germany, 15 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 605 [Oberster Gerichtshof, Austria, 22 October 2001], also in *Internationales Handelsrecht*, 2002, 27; CLOUT case No. 378 [Tribunale di Vigevano, Italy, 12 July 2000] (see full text of the decision); CLOUT case No. 360 [Amtsgericht Duisburg, Germany, 13 April 2000], in *Internationales Handelsrecht*, 2001, 114 f.; CLOUT case No. 232 [Oberlandesgericht München, Germany, 11 March 1998]; CLOUT case No. 259 [Kantonsgericht Freiburg, Switzerland, 23 January 1998]; Landgericht Hagen, Germany, 15 October 1997, available on the Internet at www.cisg-online.ch; Landgericht München, Germany, 6 May 1997, available on the Internet at www.cisg-online.ch; CLOUT case No. 275 [Oberlandesgericht Düsseldorf, Germany, 24 April 1997] (see full text of the decision); CLOUT case No. 169 [Oberlandesgericht Düsseldorf, Germany, 11 July 1996] (see full text of the decision); Landgericht Duisburg, Germany, 17 April 1996, Unilex; CLOUT case No. 289 [Oberlandesgericht Stuttgart, Germany, 21 August 1995]; Landgericht München, Germany, 20 March 1995, Unilex; Rechtbank Middelburg, the Netherlands, 25 January 1995, *Nederlands Internationaal Privaatrecht*, 1996, No. 127; Amtsgericht Mayen, Germany, 6 September 1994, available on the Internet at www.cisg-online.ch; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993]; CLOUT case No. 125 [Oberlandesgericht Hamm, Germany, 9 June 1995]; Rechtbank Roermond, the Netherlands, 6 May 1993, Unilex; CLOUT case No. 99 [Rechtbank Arnhem, the Netherlands, 25 February 1993].

⁸³Bundesgerichtshof, Germany, 24 September 2014, *Neue Juristische Wochenschrift* 2015, 867 = CISG-online No. 2545 (para. 51 ss.).

⁸⁴*Ibid.*

⁸⁵Bundesgerichtshof, Germany, 21 January 2015, *Internationales Handelsrecht* 2015, 101.

⁸⁶*Ibid.*

⁸⁷Bundesgerichtshof, Germany, 21 January 2015, *Internationales Handelsrecht* 2015, 101; CLOUT case No. 1080 [Supreme Court, Poland, 11 May 2007] (Shoe leather case), English translation available on the Internet at www.cisg.law.pace.edu; Oberster Gerichtshof, Austria, 8 November 2005, English translation on the Internet at www.cisg.law.pace.edu.

⁸⁸Oberster Gerichtshof, Austria, 8 November 2005, English translation on the Internet at www.cisg.law.pace.edu; Tribunale di Padova, Italy, 25 February 2004, English translation available on the Internet at www.cisg.law.pace.edu.

⁸⁹Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, December 1998 (Arbitral award No. 8908), Unilex.

⁹⁰CLOUT case No. 217 [Handelsgericht des Kantons Aargau, Switzerland, 26 September 1997] (see full text of the decision); CLOUT case No. 80 [Kammergericht Berlin, Germany, 24 January 1994] (see full text of the decision); CLOUT case No. 56 [Canton of Ticino Pretore di Locarno Campagna, Switzerland, 27 April 1992] (see full text of the decision).

⁹¹Arbitral Tribunal at the Bulgarian Chamber of Commerce and Industry, Bulgaria, 12 February 1998 (award No. 11/1996), Unilex; Landgericht Zwickau, Germany, 19 March 1999, available on the Internet at www.cisg-online.ch.

⁹²See, for example, U.S. District Court, New Jersey, United States, 15 April 2009, available on the Internet at www.cisg.law.pace.edu; Tribunal cantonal du Valais, Switzerland, 28 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank Rotterdam, the Netherlands, 21 January 2009 (docket No. 277329/HA ZA 97-272) unpublished; Handelsgericht Aargau, Switzerland, 26 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Monomeles Protodikio Thessalonikis, Greece, 2007 (docket No. 43945/2007), English summary available on the Internet at www.cisg.law.pace.edu; Handelsgericht Aargau, Switzerland, 19 June 2007, available on the Internet at www.cisg-online.ch; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 29 December 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 945 [District Court in Galanta, Slovakia, 15 December 2006]; CLOUT case No. 917 [High Commercial Court, Croatia, 24 October 2006]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 14 December 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 944 [Hof 's-Hertogenbosch, the Netherlands, 11 October 2005]; CLOUT case No. 919 [High Commercial Court, Croatia, 26 July 2005]; Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal cantonal du Valais, Switzerland, 30 April 2003, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Yugoslav Chamber of Commerce, Serbia, 9 December 2002, English translation available on the Internet at www.cisg.law.pace.edu; Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 30 July 2001, English translation available on the Internet at www.cisg.law.pace.edu; Bulgarian Chamber of Commerce and Industry, Bulgaria, 12 March 2001, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank van Koophandel Ieper, Belgium, 29 January 2001, available on the Internet at www.law.kuleuven.be; Court of Arbitration of the International Chamber of Commerce, France, 2001 (Arbitral award No. 9771), English translation available on the Internet at www.cisg.law.pace.edu. For a decision referring to this approach as well as the approach favoring resort to the general principles of the Convention (although, for procedural reasons, the decision did not have to decide which approach to favor), see Oberlandesgericht Köln, Germany, 15 September 2004, available on the Internet at www.cisg-online.ch.

⁹³Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, English translation available on the Internet at www.cisg.law.pace.edu.

⁹⁴Hof van Cassatie, Belgium, 19 June 2009, English translation available on the Internet at www.cisg.law.pace.edu.

⁹⁵CLOUT case No. 248 [Bundesgericht, Switzerland, 28 October 1998] (see full text of the decision).

⁹⁶American Arbitration Association, United States, 23 October 2007, available on the Internet at www.cisg.law.pace.edu.

⁹⁷CLOUT case No. 747 [Oberster Gerichtshof, Austria, 23 May 2005] (see full text of the decision); CLOUT case No. 428 [Oberster Gerichtshof, Austria, 7 September 2000], also available on the Internet at www.cisg.at.

⁹⁸See the Digest for article 40, paragraph 16.

⁹⁹CLOUT case No. 237 [Arbitration Institute of the Stockholm Chamber of Commerce, Sweden, 5 June 1998] (see full text of the decision).

¹⁰⁰Article 35 (3) provides that a seller is not liable for a lack of conformity under article 35 (2) "if at the time of the conclusion of the contract the buyer knew or could not have been unaware of such lack of conformity".

¹⁰¹CLOUT case No. 168 [Oberlandesgericht Köln, Germany, 21 March 1996].

¹⁰²Hof van Cassatie, Belgium, 19 June 2009, English translation available on the Internet at www.cisg.law.pace.edu.

¹⁰³Netherlands Arbitration Institute, the Netherlands, 10 February 2005, available on the Internet at www.cisg.law.pace.edu.

¹⁰⁴See Court of Arbitration of the International Chamber of Commerce, 1995 (Arbitral award No. 8128), Unilex.

¹⁰⁵Court of Arbitration of the International Chamber of Commerce, March 1998 (Arbitral award No. 9117), Unilex; Court of Arbitration of the International Chamber of Commerce, 1997 (Arbitral award No. 8817), Unilex.

¹⁰⁶CLOUT case No. 205 [Cour d'appel de Grenoble, France, 23 October 1996] (see full text of the decision).

¹⁰⁷See Rechtbank Zwolle, the Netherlands, 5 March 1997, Unilex.

¹⁰⁸China International Economic and Trade Arbitration Commission, People's Republic of China, 2004 (Arbitral award in No. CISG/2004/07), available on the Internet at www.cisg.law.pace.edu.