

*Article 25***[Delay or error in communication]**

Unless otherwise expressly provided in Part III of this Convention, if any notice, request or other communication is given by a party in accordance with Part III and by means appropriate in the circumstances, a delay or error in the transmission of the communication or its failure to arrive does not deprive that party of the right to rely on the communication.

PRIOR UNIFORM LAW

ULIS, articles 14 and 39 (3).
ULF, article 12 (2).

Commentary

1. Article 25 states that the risk of delay or error in the transmission of any notice, request or other communication under Part III of this Convention or its failure to arrive is to be borne by the addressee.¹ This rule applies if the communication is given "in accordance with Part III and by means appropriate in the circumstances."

2. There may be more than one means of communication which is appropriate in the circumstances. In such a case the sender may use the one which is the most convenient for him.

3. A communication is appropriate "in the circumstances" if it is appropriate to the situation of the parties. A means of communication which is appropriate in one set of circumstances may not be appropriate in another set of circumstances. For example, even though a particular form of notice may normally be sent by airmail, in a given case the need for speed may make only electronic communication, telegram, telex, or telephone, a means appropriate "in the circumstances".

¹ Part II of the Convention contains special rules dealing with the time of effect of communications and other indications of intention made during the formation process. See, in particular, articles 19 and 22.