

Article 78

If a party fails to pay the price or any other sum that is in arrears, the other party is entitled to interest on it, without prejudice to any claim for damages recoverable under article 74.

INTRODUCTION

1. Article 78, which one court considered to constitute a “compromise”,¹ deals with the general right or entitlement to interest on “the price or any other sum that is in arrears”.² The provision does not, however, apply where the seller has to refund the purchase price after the contract has been avoided, in which case article 84 of the Convention governs as *lex specialis*.

2. Article 78 entitles a party to interest on “the price and any other sum that is in arrears”.³ According to case law, the aforementioned wording entitles a party to interest on damages.⁴ According to one court, the text referred to also entitles to interest on a contractual penalty that has not been paid, “despite the fact that this case concerns the payment of interest on a contractual penalty and that the CISG itself does not govern contractual penalties as such. Article 78 CISG provides for a duty to pay interest with respect to ‘any other sum that is in arrears’ and, therefore, also embraces exercisable contractual penalties that have been stipulated in a sales contract subject to the CISG.”⁵

PREREQUISITES FOR ENTITLEMENT TO INTEREST

3. Entitlement to interest requires only⁶ that the sum for which interest is sought is due,⁷ and that the debtor has failed to comply with its obligation to pay the sum by the time specified either in the contract⁸ or, absent such specification, by the Convention.⁹ One court stated that the issue of whether the sum was due was one left to the applicable domestic law, since the Convention did not cover it.¹⁰

4. According to several decisions, entitlement to interest under article 78 of the Convention—unlike under some domestic legal regimes—does not depend on giving formal notice or reminder to the debtor.¹¹ As a consequence, interest starts to accrue as soon as the debtor is in arrears. A court has stated that interest on damages accrues from the time damages are due.¹²

5. Both an arbitral tribunal¹³ and a court,¹⁴ however, have stated that interest does not accrue unless the creditor has sent to the debtor in default a formal notice requiring payment.

6. Entitlement to interest under article 78 does not depend on the creditor proving that he suffered a loss. Interest can

therefore be claimed independently from the damage caused by the fact that a sum is in arrears.¹⁵ On the other hand, the obligation to pay interest is not subject to exemption under article 79 of the Convention.¹⁶ One court justified this on the following grounds: “Also an exemption of the debtor under article 79 CISG is not possible. The exemption of the debtor under article 79 CISG does only lead to a lapse of the claim for compensation, but the creditor can still rely on any other legal remedy. The payment of interest under article 78 CISG is not compensation and it is therefore independent of the question whether the debtor can justify its delay of payment according to article 79 CISG.”¹⁷

7. As stated in article 78, the entitlement to interest on sums in arrears is without prejudice to any claim by the creditor for damages recoverable under article 74.¹⁸ Such damages might include finance charges incurred because, without access to the funds in arrears, the creditor was forced to take out a bank loan;¹⁹ or lost investment income that would have been earned from the sum in arrears.²⁰ This has led one arbitral tribunal to state that the purpose of article 78 is to introduce the distinction between interest and damages.²¹ It must be noted that, in order for a party successfully to claim damages in addition to interest on sums in arrears, all requirements set forth in article 74 must be met²² and the burden of proving those elements must be carried by the creditor,²³ i.e. the damaged party.

8. The Convention does not deal with compound interest.²⁴ This led one court to decide on the admissibility of compound interest on the basis of its domestic law.²⁵ One court stated, on the contrary, that the Convention does not allow for compound interest.²⁶ A different court stated that “under the CISG, compound interest is not accorded automatically and the claimant, in this case the [seller], has to prove that it is entitled to compound interest, e.g., because [seller] had to pay extra interests itself since it lacked the payments that were due.”²⁷

INTEREST RATE

9. Several courts have pointed out that article 78 merely sets forth a general entitlement to interest;²⁸ it does not specify the interest rate to be applied,²⁹ which is why one court considered article 78 a “compromise”.³⁰ According to some courts³¹ and an arbitral tribunal,³² the compromise resulted from irreconcilable differences that emerged during the Vienna Diplomatic Conference at which the text of the Convention was approved.

10. The lack of a specific formula in article 78 to calculate the rate of interest has led some courts to consider this to be a matter governed by, but not expressly settled in, the Convention.³³ Other courts treat this issue as one that is not governed by the Convention. This difference in the characterization of the issue has led to diverging solutions concerning the applicable interest rate. Matters governed by but not expressly settled in the Convention have to be dealt with differently than questions falling outside the Convention's scope. According to article 7 (2) of the CISG, the former must be settled, first, in conformity with the general principles on which the Convention is based; only in the absence of such principles is the law applicable by virtue of the rules of private international law to be consulted. An issue outside the Convention's scope, in contrast, must be settled in conformity with the law applicable by virtue of the rules of private international law, without recourse to the "general principles" of the Convention.

11. Several decisions have sought a solution to the interest rate question on the basis of general principles on which the Convention is based.³⁴ Some courts and arbitral tribunals³⁵ have invoked article 9 of the Convention and determined the rate of interest by reference to relevant trade usages. According to two arbitral awards³⁶ "the applicable interest rate is to be determined autonomously on the basis of the general principles underlying the Convention". These decisions reason that recourse to domestic law would lead to results contrary to the goals of the Convention. In these cases, the interest rate was determined by resorting to a general principle of full compensation; this led to the application of the law of the creditor because it is the creditor who must borrow money to replace sums in arrears.³⁷ One arbitral tribunal expressly stated that: "since the matter of interest rates is governed, but not settled by the CISG, there is no need to examine [seller]'s request in the light of any national law, but rather examine whether it is within the checks provided in article 7 of the CISG. Therefore, the proposed rate has to be determined in accordance with the principles underlying the CISG One of the main principles of the CISG is the principle of full compensation. However, another principle suggests that compensation should not put creditor in a better position than he would be had the contract been performed. [Seller]'s request is fully in line with the above mentioned principles. In order to determine exact 'domicile' (Serbian) rate for euro, one should not resort to Serbian law, since it regulates and is appropriate for local currency (RSD) rates only and would result in overcompensation if applied to sums denominated in Euro. Rather, it is more appropriate to apply interest rate which is regularly used for savings, such as short-term deposits in the first class banks at the place of payment (Serbia) for the currency of payment, as

this represents rate on a relatively riskless investment. After examining interest rate figures and indicators on short-term euro deposits in Serbia, Sole arbitrator finds that the appropriate rate would be 6 per cent annually."³⁸

12. Other tribunals simply refer to a "commercially reasonable" rate,³⁹ such as the London Interbank Offered Rate (LIBOR)⁴⁰ or the EURIBOR.⁴¹ Other courts simply refer to the interest rate law of the currency.⁴² One tribunal, although recognizing that the Convention does not specify an interest rate, stated that "the Treasury Bill Rate is appropriate to apply from among those argued by the parties".⁴³

13. The majority of courts consider the interest rate issue to be a matter outside the scope of the Convention⁴⁴ and, therefore, pursuant to article 7 (2) subject to domestic law.⁴⁵ Most such courts have resolved the question by applying the domestic law of a specific country, determined by employing the applicable private international law rules;⁴⁶ others have applied the domestic law of the creditor without reference to whether it was the law applicable by virtue of the rules of private international law.⁴⁷ There are also a few cases in which the interest rate was determined by reference to the law of the country in which currency the sum in arrears was to be paid (*lex monetae*);⁴⁸ in other cases, the courts applied the interest rate of the country in which the price was to be paid,⁴⁹ the rate applied in the debtor's country,⁵⁰ or even the rate of the *lex fori*.⁵¹ Some courts applied the rate provided for in the Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on Combating Late Payment in Commercial Transactions. While some courts based this result on a private international law analysis,⁵² other courts apply the Directive "directly", without justifying resort to the Directive on private international law grounds.⁵³

14. A few decisions have applied the interest rate specified by article 7.4.9 of the UNIDROIT Principles of International Commercial Contracts.⁵⁴

15. Despite the variety of solutions described above, tribunals evince a clear tendency to apply the rate provided for by the domestic law applicable to the contract under the rules of private international law,⁵⁵ that is, the law that would be applicable to the sales contract if it were not subject to the Convention.⁵⁶

16. Where, however, the parties have agreed upon an interest rate, that rate is to be applied.⁵⁷ Where trade usages under article 9 allow one to determine the rate of interest, that rate of interest applies rather than the one to be determined on the basis of the law applicable pursuant to the rules of private international law of forum.⁵⁸

Notes

¹ See CLOUT case No. 55 [Pretore della giurisdizione di Locarno, Switzerland, 16 December 1991] (see full text of the decision).

² Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Oberlandesgericht Koblenz, Germany, 19 October 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 823 [Oberlandesgericht Köln, Germany, 13 February 2006], English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Bamberg, Germany, 13 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Bern, Switzerland, 22 December 2004, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Köln, Germany, 15 September 2004, available on the Internet at www.cisg-online.ch; Oberlandesgericht Köln, Germany, 15 September 2004, available on the Internet at www.cisg-online.ch;

Oberlandesgericht Düsseldorf, Germany, 22 July 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 591 [Oberlandesgericht Düsseldorf, Germany, 28 May 2004] (see full text of the decision); CLOUT case No. 248 [Bundesgericht, Switzerland, 28 October 1998] (see full text of the decision); Landgericht Aachen, Germany, 20 July 1995, available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Frankfurt, Germany, 18 January 1994, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision).

³ See, however, U.S. District Court, Southern District of Florida, United States, 19 May 2008, available on the Internet at www.cisg.law.pace.edu, stating that “[t]he CISG is silent on the issue of interest.”

⁴ U.S. Court of Appeals (3rd Circuit), United States, 9 November 2011 (ECEM European Chemical Marketing B.V. v. The Purolite Co.), available on the Internet at www.cisg.law.pace.edu (interest on damages for lost profits); CLOUT case No. 328 [Kantonsgericht des Kantons Zug, Switzerland, 21 October 1999] (see full text of the decision); CLOUT case No. 214 [Handelsgericht des Kantons Zürich, Switzerland, 5 February 1997] (see full text of the decision).

⁵ CLOUT case No. 1399 [Oberlandesgericht Hamburg, Germany, 25 January 2008], English translation available on the Internet at www.cisg.law.pace.edu.

⁶ See Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Kreisgericht St. Gallen, Switzerland, 16 October 2009, available on the Internet at www.cisg-online.ch; Landgericht Bamberg, Germany, 23 October 2006, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Bamberg, Germany, 13 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 590 [Landgericht Saarbrücken, Germany, 1 June 2004] (see full text of the decision); CLOUT case No. 252 [Handelsgericht des Kantons Zürich, Switzerland, 21 September 1998] (see full text of the decision); Bezirksgericht Arbon, Switzerland, 9 December 1994, available on the Internet at www.unilex.info.

⁷ Handelsgericht Aargau, Switzerland, 26 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Amtsgericht Freiburg, Germany, 6 July 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 908 [Handelsgericht Zürich, Switzerland, 22 December 2005], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 907 [Tribunal cantonal du Valais, Switzerland, 27 May 2005] (see full text of the decision); CLOUT case No. 906 [Kantonsgericht Nidwalden, Switzerland, 23 May 2005] (see full text of the decision); Kantonsgericht Zug, Switzerland, 2 December 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 590 [Landgericht Saarbrücken, Germany, 1 June 2004] (see full text of the decision); CLOUT case No. 591 [Oberlandesgericht Düsseldorf, Germany, 28 May 2004] (see full text of the decision); CLOUT case No. 893 [Amtsgericht Willisau, Switzerland, 12 March 2004] (see full text of the decision); Hof van Beroep Ghent, Belgium, 8 October 2003, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Tübingen, Germany, 18 June 2003, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 629 [Kantonsgericht Zug, Switzerland, 12 December 2002]; CLOUT case No. 217 [Handelsgericht des Kantons Aargau, Switzerland, 26 September 1997] (see full text of the decision); Amtsgericht Nordhorn, Germany, 14 June 1994, available on the Internet at www.cisg-online.ch and www.unilex.info.

⁸ Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Landgericht München, Germany, 18 May 2009, available on the Internet at www.cisg-online.ch; Kantonsgericht Zug, Switzerland, 27 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Aargau, Switzerland, 26 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Amtsgericht Freiburg, Germany, 6 July 2007, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Coburg, Germany, 12 December 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 906 [Kantonsgericht Nidwalden, Switzerland, 23 May 2005] (see full text of the decision); Kantonsgericht Zug, Switzerland, 2 December 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 254 [Handelsgericht des Kantons Aargau, Switzerland, 19 December 1997] (see full text of the decision).

⁹ For cases where courts had to resort to the rules of the Convention—specifically, article 58—to determine when the payment was due because the parties had not agreed upon a specific time for payment, see Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Handelsgericht Bern, Switzerland, 17 August 2009, available on the Internet at www.cisg-online.ch; Kantonsgericht Zug, Switzerland, 27 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Aargau, Switzerland, 26 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; District Court in Dolny Kubin, Slovakia, 17 July 2008, English translation available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 3 April 2008, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1399 [Oberlandesgericht Hamburg, Germany, 25 January 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 906 [Kantonsgericht Nidwalden, Switzerland, 23 May 2005] (see full text of the decision); Landgericht Bamberg, Germany, 13 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Bern, Switzerland, 22 December 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 591 [Oberlandesgericht Düsseldorf, Germany, 28 May 2004] (see full text of the decision); Landgericht Mönchengladbach, Germany, 15 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht St. Gallen, Switzerland, 11 February 2003, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Stendal, Germany, 10 December 2000, *Internationales Handelsrecht*, 2001, 30 ff.; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision); CLOUT case No. 1 [Oberlandesgericht Frankfurt a.M., Germany, 13 June 1991] (see full text of the decision).

¹⁰ CLOUT case No. 1038 [Audiencia Provincial de Valencia, sección 8ª, Spain, 8 April 2008], English translation available on the Internet at www.cisg.law.pace.edu.

¹¹ See Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Aargau, Switzerland, 26 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Kantonsgericht Appenzell-Ausserrhoden, Switzerland, 6 September 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 934 [Tribunal cantonal du Valais, Switzerland, 27 April 2007] (see full text of the decision); Oberlandesgericht Köln, Germany, 3 April 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 908 [Handelsgericht Zürich, Switzerland, 22 December 2005], English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank van Koophandel Hasselt, Belgium, 20 September 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 907 [Tribunal cantonal du Valais, Switzerland, 27 May 2005] (see full text of the decision); Landgericht Bamberg, Germany, 13 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht Bern, Switzerland, 22 December 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 893 [Amtsgericht Willisau, Switzerland, 12 March 2004] (see full text

of the decision); Landgericht Düsseldorf, Germany, 28 August 2003, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht St. Gallen, Switzerland, 11 February 2003, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal commercial Namur, Belgium, 15 January 2002, available on the Internet at www.law.kuleuven.be; Rechtbank van koophandel Kortrijk, Belgium, 3 October 2001, available on the Internet at www.law.kuleuven.be; Rechtbank van Koophandel Kortrijk, Belgium, 4 April 2001, available on the Internet at www.law.kuleuven.be; Landgericht Stendal, Germany, 10 December 2000, *Internationales Handelsrecht*, 2001, 30 ff.; CLOUT case No. 217 [Handelsgericht des Kantons Aargau, Switzerland, 26 September 1997] (see full text of the decision); Tribunal cantonal de Vaud, Switzerland, 11 March 1996, available on the Internet at www.unilex.info; Landgericht Aachen, Germany, 20 July 1995, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 301 [Court of Arbitration of the International Chamber of Commerce, 1992 (Arbitral award No. 7585)], *Journal du droit international*, 1995, 1015 ff.; CLOUT case No. 166 [Schiedsgericht der Handelskammer Hamburg, Germany, 21 March, 21 June 1996]; CLOUT case No. 152 [Cour d'appel, Grenoble, France, 26 April 1995]; CLOUT case No. 303 [Court of Arbitration of the International Chamber of Commerce, 1994 (Arbitral award No. 7331)] (see full text of the decision); Amtsgericht Nordhorn, Germany, 14 June 1994, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 55 [Canton del Ticino, Pretore di Locarno Campagna, Switzerland, 16 December 1991, cited as 15 December in CLOUT case No. 55].

¹² CLOUT case No. 328 [Kantonsgericht des Kantons Zug, Switzerland, 21 October 1999] (see full text of the decision); CLOUT case No. 214 [Handelsgericht des Kantons Zürich, Switzerland, 5 February 1997] (see full text of the decision).

¹³ Arbitral Tribunal at the Bulgarian Chamber of Commerce and Industry, 1996 (Arbitral award No. 11/1996), available on the Internet at www.unilex.info.

¹⁴ See Landgericht Zwickau, Germany, 19 March 1999, available on the Internet at www.cisg-online.ch.

¹⁵ See Polimeles Protodikio Athinon, Greece, 2009 (docket No. 4505/2009), English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision); CLOUT case No. 5 [Landgericht Hamburg, Germany, 26 September 1990] (see full text of the decision); CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990] (see full text of the decision).

¹⁶ Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com/>.

¹⁷ CLOUT case No. 893 [Amtsgericht Willisau, Switzerland, 12 March 2004] (see full text of the decision).

¹⁸ This has often been emphasized in case law. See, for example, Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; Kantonggericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Kantonsgericht Zug, Switzerland, 27 November 2008, English translation available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 17 September 2008, English translation available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 10 March 2008, English translation available on the Internet at www.cisg.law.pace.edu; Congrád County Court, Hungary, 6 June 2007, English translation available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 8 January 2007, English translation available on the Internet at www.cisg.law.pace.edu; Hof van Beroep Antwerpen, Belgium, 24 April 2006, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 21 February 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, 10 February 2005, English translation available on the Internet at www.cisg.law.pace.edu; Oberlandesgericht Düsseldorf, Germany, 22 July 2004, English translation available on the Internet at www.cisg.law.pace.edu; Handelsgericht St. Gallen, Switzerland, 29 April 2004, English translation available on the Internet at www.cisg.law.pace.edu; Supreme Court, Slovakia, 29 March 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 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Tribunal cantonal du Valais, Switzerland, 19 August 2003, English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank van Koophandel Hasselt, Belgium, 17 June 1998, available on the Internet at www.law.kuleuven.be; CLOUT case No. 248 [Bundesgericht, Switzerland, 28 October 1998] (see full text of the decision); Court of Arbitration of the International Chamber of Commerce, September 1997 (Arbitral award No. 8962), available on the Internet at www.unilex.info; CLOUT case No. 195 [Handelsgericht des Kantons Zürich, Switzerland, 21 September 1995]; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision); CLOUT case No. 130 [Oberlandesgericht Düsseldorf, Germany, 14 January 1994] (see full text of the decision); CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision); CLOUT case No. 104 [Court of Arbitration of the International Chamber of Commerce, 1993 (Arbitral award No. 7197)]; CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990] (see full text of the decision).

¹⁹ See Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; Kantonggericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; CLOUT case No. 1399 [Oberlandesgericht Hamburg, Germany, 25 January 2008], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 248 [Bundesgericht, Switzerland, 28 October 1998] (see full text of the decision); Amtsgericht Koblenz, 12 November 1996, available on the Internet at www.cisg-online.ch; CLOUT case No. 195 [Handelsgericht des Kantons Zürich, Switzerland, 21 September 1995]; Landgericht Kassel, Germany, 14 July 1994, available on the Internet at www.cisg-online.ch; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision).

²⁰ CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990] (see full text of the decision).

²¹ CLOUT case No. 301 [Court of Arbitration of the International Chamber of Commerce, 1992 (Arbitral Award No. 7585)] (see full text of the decision).

²² See CLOUT case No. 327 [Kantonsgericht des Kantons Zug, Switzerland, 25 February 1999]; Landgericht Oldenburg, Germany, 9 November 1994, *Recht der internationalen Wirtschaft*, 1996, 65 f., where the creditor's claim for damages caused by the debtor's failure to pay was dismissed on the grounds that the creditor did not prove that it had suffered any additional loss.

²³ It has often been stated that the damages referred to in the final clause of article 78 must be proved by the damaged party; see Kantonggericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Oberlandesgericht Düsseldorf, Germany, 22 July 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 343 [Landgericht Darmstadt, Germany,

9 May 2000] (see full text of the decision); CLOUT case No. 275 [Oberlandesgericht Düsseldorf, Germany, 24 April 1997] (see full text of the decision); Amtsgericht Koblenz, 12 November 1996, available on the Internet www.cisg-online.ch; Amtsgericht Bottrop, 25 June 1996, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 132 [Oberlandesgericht Hamm, Germany, 8 February 1995]; Landgericht Kassel, 14 July 1994, available on the Internet at www.cisg-online.ch; CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision).

²⁴ See CLOUT case No. 1511 [Cour d'appel de Rennes, France, 9 May 2012] (implicitly dealing with compound interest).

²⁵ See Tribunal de commerce de Versailles, France, 12 March 2010, available on the Internet at www.globalsaleslaw.org.

²⁶ Oberlandesgericht Brandenburg, Germany, 18 November 2008, English translation available on the Internet at www.cisg.law.pace.edu.

²⁷ Hof van Beroep Antwerpen, Belgium, 24 April 2006, English translation available on the Internet at www.cisg.law.pace.edu.

²⁸ See Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; CLOUT case No. 1203 [Rechtbank Breda, the Netherlands, 16 January 2009], English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 248 [Bundesgericht, Switzerland, 28 October 1998] (see full text of the decision); CLOUT case No. 301 [Court of Arbitration of the International Chamber of Commerce, 1992 (Arbitral award No. 7585), *Journal du droit international*, 1995, 1015 ff.; Landgericht Aachen, 20 July 1995, available on the Internet at www.unilex.info; CLOUT case No. 83 [Oberlandesgericht München, Germany, 2 March 1994] (see full text of the decision); CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994] (see full text of the decision); CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993] (see full text of the decision); CLOUT case No. 1 [Oberlandesgericht Frankfurt a.M., Germany, 13 June 1991] (see full text of the decision).

²⁹ Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; Oberlandesgericht Saarbrücken, Germany, 12 May 2010, available on the Internet at www.globalsaleslaw.org; Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Landgericht Stuttgart, Germany, 20 October 2009, English translation available on the Internet at www.cisg.law.pace.edu; Kreisgericht St. Gallen, Switzerland, 16 October 2009, available on the Internet at www.cisg-online.ch; Handelsgericht Bern, Switzerland, 17 August 2009, available on the Internet at www.cisg-online.ch; CLOUT case No. 1203 [Rechtbank Breda, the Netherlands, 16 January 2009], English translation available on the Internet at www.cisg.law.pace.edu; 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; 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³⁰ CLOUT case No. 55 [Canton del Ticino, Pretore di Locarno Campagna, Switzerland, 16 December 1991, cited as 15 December in CLOUT case No. 55] (see full text of the decision).

³¹ Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993] (see full text of the decision).

³² Court of Arbitration of the International Chamber of Commerce, 1995 (Arbitral award No. 8128), available on the Internet at www.unilex.info.

³³ For a case listing various criteria employed in case law to determine the rate of interest, see CLOUT case No. 301 [Court of Arbitration of the International Chamber of Commerce, 1992 (Arbitral award No. 7585), *Journal du droit international*, 1995, 1015 ff.

³⁴ For a very critical comment on decisions taking this approach, see Tribunale di Padova, Italy, 31 March 2004, English translation available on the Internet at www.cisg.law.pace.edu.

³⁵ See *Rechtbank van Koophandel Ieper*, Belgium, 29 January 2001, available on the Internet at www.law.kuleuven.be; CLOUT case No. 103 [Court of Arbitration of the International Chamber of Commerce, 1993 (Arbitral award No. 6653)]; *Juzgado Nacional de Primera Instancia en lo Comercial n. 10*, Buenos Aires, Argentina, 6 October 1994, available on the Internet at www.unilex.info; *Juzgado Nacional de Primera Instancia en lo Comercial n. 10*, Buenos Aires, Argentina, 23 October 1991, available on the Internet at www.unilex.info.

³⁶ See 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] (see full text of the decisions).

³⁷ For other tribunals applying the interest rate of the country in which the creditor has its place of business, see China International Economic and Trade Arbitration Commission, People's Republic of China, 2005 (Arbitral award No. CISG/2005/2), English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case no. 303 [Court of Arbitration of the International Chamber of Commerce, 1994 (Arbitral award No. 7331)].

³⁸ CLOUT case No. 1020 [Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 28 January 2009] (see full text of the decision), English translation available on the Internet at www.cisg.law.pace.edu.

³⁹ See CLOUT case No. 1165 [China International Economic and Trade Arbitration Commission, People's Republic of China, 18 April 2003], English translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, December 1996 (Arbitral award No. 8769), available on the Internet at www.unilex.info.

⁴⁰ See China International Economic and Trade Arbitration Commission, People's Republic of China, 2007 (Arbitral award No. CISG/2007/05), English translation available on the Internet at www.cisg.law.pace.edu; *Handelsgericht Bern*, Switzerland, 22 December 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 March 2004, English translation available on the Internet at www.cisg.law.pace.edu; Court of Arbitration of the International Chamber of Commerce, France, December 1998 (Arbitral award No. 8908), available on the Internet at www.unilex.info; see also CLOUT case No. 103 [Court of Arbitration of the International Chamber of Commerce, 1993 (Arbitral award No. 6653)]; this arbitral award was later annulled on the grounds that international trade usages do not provide appropriate rules to determine the applicable interest rate; see *Cour d'appel de Paris*, France, 6 April 1995, *Journal du droit international*, 1995, 971 ff.

⁴¹ Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 16 March 2009, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration, Serbia, 5 January 2009, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT 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; CLOUT case No. 1022 [Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia], 23 January 2008, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 1 October 2007, English translation available on the Internet at www.cisg.law.pace.edu; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 30 October 2006, English translation available on the Internet at www.cisg.law.pace.edu.

⁴² See *Handelsgericht des Kantons Bern*, Switzerland, 17 August 2009, available on the Internet at www.cisg-online.ch; CLOUT case No. 1385 [Audiencia Provincial de Alicante, Spain, 24 April 2009].

⁴³ American Arbitration Association, United States, 12 December 2007, available on the Internet at www.cisg.law.pace.edu.

⁴⁴ For this statement, see 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; *Congrád County Court*, Hungary, 6 June 2007, English translation available on the Internet at www.cisg.law.pace.edu; *Pretore Distretto di Lugano*, Switzerland, 19 April 2007, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 828 [Hof 's-Hertogenbosch, the Netherlands, 2 January 2007]; 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]; *Landgericht Coburg*, Germany, 12 December 2006, English translation available on the Internet at www.cisg.law.pace.edu; 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]; Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 21 February 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, 10 February 2005, English translation available on the Internet at www.cisg.law.pace.edu; *Handelsgericht Kanton Aargau*, Switzerland, 25 January 2005, English translation available on the Internet at www.cisg.law.pace.edu; *Landgericht Kiel*, Germany, 27 July 2004, 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; *Landgericht Mönchengladbach*, Germany, 15 July 2003, English translation available on the Internet at www.cisg.law.pace.edu; *Landgericht Tübingen*, Germany, 18 June 2003, English

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⁴⁵ Some decisions do not specify which law was applicable because all the countries involved in the particular dispute provided for either the same rate of interest (see, for example, CLOUT case No. 84 [Oberlandesgericht Frankfurt a.M., Germany, 20 April 1994]; CLOUT case No. 56 [Canton del Ticino, Pretore di Locarno Campagna, Switzerland, 27 April 1992] (see full text of the decision)) or an interest rate higher than the one claimed by the plaintiff (see Oberlandesgericht Dresden, Germany, 27 December 1999, *Transportrecht-Internationales Handelsrecht*, 2000, 20 ff.).

⁴⁶ See Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; Oberlandesgericht Saarbrücken, Germany, 12 May 2010, available on the Internet at www.globalsaleslaw.org; Tribunal de Commerce de Versailles, France, 12 March 2010, available on the Internet at www.cisg-france.org; Kantonsgericht Zug, Switzerland, 14 December 2009, available on the Internet at www.cisg-online.ch; Landgericht Stuttgart, Germany, 20 October 2009, English translation available on the Internet at www.cisg.law.pace.edu; Kreisgericht St. Gallen, Switzerland, 16 October 2009, available on the Internet at www.cisg-online.ch; Handelsgericht Bern, Switzerland, 17 August 2009, available on the Internet at www.cisg-online.ch; 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; 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CLOUT case No. 330 [Handelsgericht des Kantons St. Gallen, Switzerland, 5 December 1995] (see full text of the decision); Amtsgericht Kehl, Germany, 6 October 1995, *Recht der internationalen Wirtschaft*, 1996, 957 f.; CLOUT case No. 195 [Handelsgericht des Kantons Zürich, Switzerland, 21 September 1995]; CLOUT case No. 228 [Oberlandesgericht Rostock, Germany, 27 July 1995]; Landgericht Aachen, Germany, 20 July 1995, UNILEX; Landgericht Kassel, Germany, 22 June 1995, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 136 [Oberlandesgericht Celle, Germany, 24 May 1995]; CLOUT case No. 410 [Landgericht Alsfeld, Germany, 12 May 1995]; Landgericht Landshut, Germany, 5 April 1995, available on the Internet at www.cisg-online.ch and www.unilex.info; Landgericht München, Germany, 20 March 1995, *Praxis des internationalen Privat- und Verfahrensrechts*, 1996, 31 ff.; Landgericht Oldenburg, Germany, 15 February 1995, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 132 [Oberlandesgericht Hamm, Germany, 8 February 1995]; CLOUT case No. 300 [Court of Arbitration of the International Chamber of Commerce, 1994 (Arbitral award No. 7565)]; Kantonsgericht Zug, Switzerland, 15 December 1994, *Schweizerische Zeitschrift für Internationales und Europäisches Recht*, 1997, 134; Landgericht Oldenburg, Germany, 9 November 1994, *Neue Juristische Wochenschrift Rechtsprechungs-Report*, 1995, 438; Kantonsgericht Zug, Switzerland, 1 September 1994, *Schweizerische Zeitschrift für Internationales und Europäisches Recht*, 1997, 134 f.; Landgericht Düsseldorf, Germany, 25 August 1994, available on the Internet at www.unilex.info; Landgericht Giessen, Germany, 5 July 1994, *Neue Juristische Wochenschrift Rechtsprechungs-Report*, 1995, 438 f.; Rechtbank Amsterdam, the Netherlands, 15 June 1994, *Nederlands Internationaal Privaatrecht*, 1995, 194 f.; Amtsgericht Nordhorn, Germany, 14 June 1994, available on the Internet at www.cisg-online.ch and www.unilex.info; CLOUT case No. 83 [Oberlandesgericht München, Germany, 2 March 1994]; CLOUT case No. 82 [Oberlandesgericht Düsseldorf, Germany, 10 February 1994]; CLOUT case No. 81 [Oberlandesgericht Düsseldorf, Germany, 10 February 1994]; CLOUT case No. 80 [Kammergericht Berlin, Germany, 24 January 1994] (see full text of the decision); CLOUT case No. 79 [Oberlandesgericht Frankfurt a.M., Germany, 18 January 1994]; CLOUT case No. 100 [Rechtbank Arnhem, the Netherlands, 30 December 1993]; Tribunal cantonal de Vaud, Switzerland, 6 December 1993, UNILEX; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany, 17 September 1993]; CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993]; Rechtbank Roermond, the Netherlands, 6 May 1993, UNILEX; Landgericht Verden, Germany, 8 February 1993, UNILEX; CLOUT case No. 95 [Zivilgericht Basel-Stadt, Switzerland, 21 December 1992]; Amtsgericht Zweibrücken, Germany, 14 October 1992, available on the Internet at www.cisg-online.ch; CLOUT case No. 227 [Oberlandesgericht Hamm, Germany, 22 September 1992] (see full text of the decision); Landgericht Heidelberg, Germany, 3 July 1992, UNILEX; CLOUT case No. 55 [Canton of Ticino, Pretore di Locarno Campagna, Switzerland, 16 December 1991, cited as 15 December in CLOUT case No. 55]. CLOUT case No. 1 [Oberlandesgericht Frankfurt a.M., Germany, 13 June 1991]; CLOUT case No. 5 [Landgericht Hamburg, Germany, 26 September 1990]; CLOUT case No. 7 [Amtsgericht Oldenburg in Holstein, Germany, 24 April 1990].

⁴⁷ Several court decisions have referred to the domestic law of the creditor as the applicable law, independently of whether the rules of private international law designated that law; see Rechtbank van Koophandel Hasselt, Belgium, 20 September 2005, English translation available on the Internet at www.cisg.law.pace.edu; Bezirksgericht Arbon, Switzerland, 9 December 1994, available on the Internet at www.unilex.info; CLOUT case No. 6 [Landgericht Frankfurt a.M., Germany, 16 September 1991] (see full text of the decision); CLOUT case

No. 4 [Landgericht Stuttgart, Germany, 31 August 1989]; for criticism of the latter decision, see Landgericht Kassel, Germany, 22 June 1995, available on the Internet www.unilex.info.

⁴⁸ See CLOUT case No. 1385 [Audiencia Provincial de Alicante, Spain, 24 April 2009] Foreign Trade Court of Arbitration attached to the Serbian Chamber of Commerce, Serbia, 5 January 2009 (Arbitral award No. T-05/08), English translation available on the Internet at www.cisg.law.pace.edu; Rechtbank van Koophandel Ieper, 18 February 2002, available on the Internet at www.law.kuleuven.be; Rechtbank van Koophandel Veurne, 25 April 2001, available on the Internet at www.law.kuleuven.be; CLOUT case No. 164 [Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 5 December 1995]; Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 17 November 1995, available on the Internet at www.unilex.info.

⁴⁹ See CLOUT case No. 220 [Kantonsgericht Nidwalden, Switzerland, 3 December 1997]; Rechtbank Almelo, the Netherlands, 9 August 1995, *Nederlands Internationaal Privaatrecht*, 1995, 686; CLOUT case No. 26 [Court of Arbitration of the International Chamber of Commerce, 1992 (Arbitral award No. 7153)].

⁵⁰ See CLOUT case No. 911 [Cour de Justice de Genève, Switzerland, 12 May 2006] (see full text of the decision); Landgericht Heidelberg, Germany, 2 November 2005, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Bamberg, Germany, 13 April 2005, English translation available on the Internet at www.cisg.law.pace.edu; Landgericht Kiel, Germany, 27 July 2004, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 634 [Landgericht Berlin, Germany, 21 March 2003] (see full text of the decision); CLOUT case No. 211 [Tribunal cantonal de Vaud, Switzerland, 11 March 1996] (Aluminum granules) also available on the Internet at www.Unilex.info.

⁵¹ CLOUT case No. 85 [U.S. District Court, Northern District of New York, United States, 9 September 1994].

⁵² Judicial Board of Szeged, Hungary, 22 November 2007, English translation available on the Internet at www.cisg.law.pace.edu; Kantonsgericht Appenzell-Ausserrhoden, Switzerland, 6 September 2007, English translation available on the Internet at www.cisg.law.pace.edu.

⁵³ Handelsgericht Bern, Switzerland, 17 August 2009, available on the Internet at www.cisg-online.ch; Landgericht Bielefeld, Germany, 15 August 2003, English translation available on the Internet at www.cisg.law.pace.edu.

⁵⁴ See China International Economic and Trade Arbitration Commission, People's Republic of China, 2 September 2005, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 499 [Supreme Economic Court of the Republic of Belarus, Belarus, 20 May 2003]; Court of Arbitration of the International Chamber of Commerce, France, December 1996 (Arbitral award No. 8769), available on the Internet at www.unilex.info; Court of Arbitration of the International Chamber of Commerce, France, 1995 (Arbitral award No. 8128), *Journal du droit international*, 1996, 1024 ff.; 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].

⁵⁵ Some courts have characterized this approach as a unanimous one; see CLOUT case No. 132 [Oberlandesgericht Hamm, Germany, 8 February 1995]; CLOUT case No. 97 [Handelsgericht des Kantons Zürich, Switzerland, 9 September 1993]. As the foregoing discussion demonstrates, however, this solution, although the prevailing one, has not been unanimously accepted.

⁵⁶ See Landgericht Aachen, Germany, 20 July 1995, available on the Internet at www.cisg-online.ch and www.unilex.info; Amtsgericht Riedlingen, Germany, 21 October 1994, available on the Internet at www.unilex.info; Amtsgericht Nordhorn, Germany, 14 June 1994, available on the Internet at www.unilex.info.

⁵⁷ See Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 7 October 2010, available on the Internet at <http://www.cisgspanish.com>; Hof van Beroep Antwerpen, Belgium, 24 April 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, 7 April 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 1018 [Hof van beroep Antwerpen, Belgium, 4 November 1998], available in Dutch on the Internet at www.law.kuleuven.ac.be; Landgericht Kassel, Germany, 22 June 1995, available on the Internet at www.cisg-online.ch and www.unilex.info.

⁵⁸ Landgericht Bamberg, Germany, 23 October 2006, English translation available on the Internet at www.cisg.law.pace.edu; CLOUT case No. 590 [Landgericht Saarbrücken, Germany, 1 June 2004] (see full text of the decision).