



Uniform Laws on International Sales Act 1967

CHAPTER 45

UNIFORM LAWS ON INTERNATIONAL SALES ACT 1967

- 1 Application of Uniform Law on the International Sale of Goods.
- 2 Application of Uniform Law on the Formation of Contracts for the International Sale of Goods.
- 3 Revision of Uniform Laws.
- 4 Application to Isle of Man and Channel Islands.
- 5 Short title.

SCHEDULE 1 — The uniform Law on the international sale of goods
Chapter I.—Sphere of
application of the law

ARTICLE 1

- 1 The present Law shall apply to contracts of sale of...
- 2 Where a party to the contract does not have a...
- 3 The application of the present Law shall not depend on...
- 4 In the case of contracts by correspondence, offer and acceptance...
- 5 For the purpose of determining whether the parties have their...

ARTICLE 2

ARTICLE 3**ARTICLE 4****ARTICLE 5**

- 1 The present Law shall not apply to sales:
- 2 The present Law shall not affect the application of any...

ARTICLE 6**ARTICLE 7****ARTICLE 8****Chapter II.—General
provisions****ARTICLE 9**

- 1 The parties shall be bound by any usage which they...
- 2 They shall also be bound by usages which reasonable persons...
- 3 Where expressions, provisions or forms of contract commonly used in...

ARTICLE 10**ARTICLE 11****ARTICLE 12****ARTICLE 13****ARTICLE 14****ARTICLE 15****ARTICLE 16**

ARTICLE 17

Chapter III.— Obligations of the seller

ARTICLE 18

Section I.—Delivery of the Goods

- 1 Delivery consists in the handing over of goods which conform...
- 2 Where the contract of sale involves carriage of the goods...
- 3 Where the goods handed over to the carrier are not...

Sub-section 1.—Obligations of the seller as regards the date and place of delivery

A.—Date of Delivery

B.—Place of Delivery

- 1 Where the contract of sale does not involve carriage of...
- 2 If the sale relates to specific goods and the parties...

C.—Remedies for the seller's failure to perform his obligations as regards the date and place of delivery

- 1 Where the seller fails to perform his obligations as regards...
- 2 The buyer may also claim damages as provided in Article...
- 3 In no case shall the seller be entitled to apply...

(a) Remedies as regards the date of delivery

- 1 Where the failure to deliver the goods at the date...
- 2 If the seller requests the buyer to make known his...
- 3 If the seller has effected delivery before the buyer has...
- 4 Where the buyer has chosen performance of the contract and...
- 1 Where failure to deliver the goods at the date fixed...
- 2 The buyer may however grant the seller an additional period...

(b) Remedies as regards the place of delivery

- 1 Where failure to deliver the goods at the place fixed...
- 2 If the seller requests the buyer to make known his...
- 3 If the seller has transported the goods to the place...
- 1 In cases not provided for in Article 30, the seller...
- 2 The buyer may however grant the seller an additional period...
- 1 If delivery is to be effected by handing over the...
- 2 The buyer shall have the same right, in the circumstances...
- 3 If despatch from a place or to a place other...

Sub-section 2.—Obligations of the seller as regards the conformity of the goods

A.—Lack of conformity

- 1 The seller shall not have fulfilled his obligation to deliver...
- 2 No difference in quantity, lack of part of the goods...
- 1 Whether the goods are in conformity with the contract shall...
- 2 The seller shall be liable for the consequences of any...

B.—Ascertainment and notification of lack of conformity

- 1 The buyer shall examine the goods, or cause them to...
- 2 In case of carriage of the goods the buyer shall...
- 3 If the goods are redespached by the buyer without transshipment...
- 4 The methods of examination shall be governed by the agreement...
- 1 The buyer shall lose the right to rely on a...
- 2 In giving notice to the seller of any lack of...
- 3 Where any notice referred to in paragraph 1 of this...

C.—Remedies for lack of conformity

- 1 Where the buyer has given due notice to the seller...
- 2 The buyer may also claim damages as provided in Article...
- 1 The buyer may require the seller to perform the contract...
- 2 If the buyer does not obtain performance of the contract...
- 1 In cases not provided for in Article 43, the seller...
- 2 The buyer may however fix an additional period of time...
- 1 Where the seller has handed over part only of the...
- 2 The buyer may declare the contract avoided in its entirety...
- 1 The buyer shall lose his right to rely on lack...
- 2 After the expiration of this period, the buyer shall not...

Section II.—Handing over documents

Section III.—Transfer of property

- 1 Where the goods are subject to a right or claim...
- 2 If the seller complies with a request made under paragraph...
- 3 If the seller fails to comply with a request made...
- 4 The buyer shall lose his right to declare the contract...

Section IV.—Other obligations of the seller

- 1 If the seller is bound to despatch the goods to...
- 2 If the seller is not bound by the contract to...
- 1 If the seller fails to perform any obligation other than...
- 2 The buyer may also require performance by the seller of...

Chapter IV.—

Obligations of the
buyer

Changes to legislation: There are currently no known outstanding effects for the Uniform Laws on International Sales Act 1967. (See end of Document for details)

Section I.—Payment of the price

A—Fixing the price

B.—Place and date of payment

- 1 The buyer shall pay the price to the seller at...
- 2 Where, in consequence of a change in the place of...

C.—Remedies for non-payment

- 1 If the buyer fails to pay the price in accordance...
- 2 The seller shall not be entitled to require payment of...
 - 1 Where the failure to pay the price at the date...
 - 2 Where the failure to pay the price at the date...
- 1 Where the contract is avoided because of failure to pay...
- 2 Where the contract is not avoided, the seller shall have...

Section II.—Taking delivery

- 1 Where the buyer's failure to take delivery of the goods...
- 2 Where the failure to take delivery of the goods does...
 - 1 If the contract reserves to the buyer the right subsequently...
 - 2 Where the contract is not avoided, the seller shall have...
- 1 Where the contract is avoided because of the failure of...
- 2 Where the contract is not avoided, the seller shall have...

Section III.—Other obligations of the buyer

- 1 If the buyer fails to perform any obligation other than...
- 2 The seller may also require performance by the buyer of...

Chapter V.—

Provisions common to
the obligations of the
seller and of the buyer

Section I.—Concurrence between delivery of the goods and payment of the price

- 1 Where the contract involves carriage of the goods and where...
- 2 Nevertheless, when the contract requires payment against documents,
the buyer...
 - 1 Each party may suspend the performance of his obligations whenever,...
 - 2 If the seller has already despatched the goods before the...
 - 3 Nevertheless, the seller shall not be entitled to prevent the...

Section II.—Exemptions

- 1 Where one of the parties has not performed one of...
- 2 Where the circumstances which gave rise to the non-performance of...
- 3 The relief provided by this Article for one of the...

Section III.—Supplementary rules concerning the avoidance of the contract

A.—Supplementary grounds for avoidance

- 1 Where, in the case of contracts for delivery of goods...

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- 2 The buyer may also, provided that he does so promptly,...

B.—Effects of avoidance

- 1 Avoidance of the contract releases both parties from their obligations...
- 2 If one party has performed the contract either wholly or...
 - 1 The buyer shall lose his right to declare the contract...
 - 2 Nevertheless, the buyer may declare the contract avoided:
 - 1 Where the seller is under an obligation to refund the...
 - 2 The buyer shall be liable to account to the seller...

Section IV.—Supplementary rules concerning damages

A.—Damages where the contract is not avoided

B.—Damages where the contract is avoided

- 1 In case of avoidance of the contract, where there is...
- 2 In calculating the amount of damages under paragraph 1 of...

C.—General provisions concerning damages

Section V.—Expences

Section VI.—Preservation of the Goods

- 1 Where the goods have been received by the buyer, he...
 - 2 Where goods despatched to the buyer have been put at...
 - 1 The party who, in the cases to which Articles 91...
 - 2 The party selling the goods shall have the right to...
- Chapter VI.—Passing
of the risk
- 1 The risk shall pass to the buyer when delivery of...
 - 2 In the case of the handing over of goods which...
 - 1 Where the handing over of the goods is delayed owing...
 - 2 Where the contract relates to a sale of unascertained goods,...
 - 3 Where unascertained goods are of such a kind that the...
 - 1 Where the sale is of goods in transit by sea,...
 - 2 Where the seller, at the time of the conclusion of...

SCHEDULE 2 — The uniform Law on the formation of contracts for the international sales of goods

- 1 The provisions of the following Articles shall apply except to...
- 2 However, a term of the offer stipulating that silence shall...
 - 1 The communication which one person addresses to one or more...
 - 2 This communication may be interpreted by reference to and supplemented...
 - 1 The offer shall not bind the offeror until it has...
 - 2 After an offer has been communicated to the offeree it...
 - 3 An indication that the offer is firm or irrevocable may...
 - 4 A revocation of an offer shall only have effect if...
 - 1 Acceptance of an offer consists of a declaration communicated by...
 - 2 Acceptance may also consist of the despatch of the goods...

- 1 An acceptance containing additions, limitations or other modifications shall be...
- 2 However, a reply to an offer which purports to be...
- 1 A declaration of acceptance of an offer shall have effect...
- 2 If a time for acceptance is fixed by an offeror...
- 3 If an acceptance consists of an act referred to in...
- 1 If the acceptance is late, the offeror may nevertheless consider...
- 2 If however the acceptance is communicated late, it shall be...
- 1 For the purposes of the present Law, the expression “to...
- 2 Communications provided for by the present Law shall be made...
- 1 “Usage” means any practice or method of dealing which reasonable...
- 2 Where expressions, provisions or forms of contract commonly used in...

Changes to legislation:

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