

Case number: 156

Article number: sales convention / 57(1)(a))

Thesaurus issue:

Country of decision: France

Year of decision: 1993

Type of decision: Judicial decision

Case 156: CISG 57(1)(a))

France: Court of Appeal of Paris (1st Division, Urgent Proceedings Section)

10 November 1993

Soci,t, Lorraine des produits m,tallurgiques v. Banque Paribas Belgique S.A. and Soci,t,
BVBA Finecco

Original in French

Published in French: Juris-Classeur P,riodique, ed. G, 1994, II, No. 22314; [1995] UNILEX,
E.93-23; Journal du droit international 1994, 678

Reported on in English: [1995] UNILEX, D.93-23

Commented on by Audit, Juris-Classeur P,riodique, ed. G, 1994, II, No.22314; Jacquet,
Journal du droit international, 1994, 683; Dubarry-Loquin, Revue trimestrielle de droit
commercial 1994, 698

In July 1991 a French seller and a Belgian buyer concluded a contract for the sale of metal
sheets. The payment of the purchase price was guaranteed by a Belgian bank.

Since the buyer had not effected payment by the agreed date, the seller brought an action for
payment against the buyer and his guarantor before a French court (Bobigny Commercial
Court).

The Commercial Court found that it did not have jurisdiction and referred the case and all the
parties to Gand Court (Belgium).

The seller raised an objection to this decision on the ground that the French court did indeed
have jurisdiction.

The Court of Appeal applied CISG in determining where the purchase price was payable. It
found that, pursuant to article 57 CISG, the purchase price was payable at the place of
business of the seller, no specific stipulation having been agreed by the parties.

The Court of Appeal consequently asserted its jurisdiction.