

Case number: 216

Article number: sales convention / 58(1)

Thesaurus issue:

Country of decision: Switzerland

Year of decision: 1997

Type of decision: Judicial decision

Case 216: CISG 58 (1)

Switzerland: Kantonsgericht St. Gallen, 3 ZK 96-145

12 August 1997

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Unpublished

Abstract published in German in 1 Schweizerische Zeitschrift für Internationales und Europäisches Recht 80 [1998]

A German seller of clothing sued a Swiss buyer for the purchase price. The buyer claimed that the seller didn't deliver documents necessary to clear the goods through customs and that it therefore had to return the clothing. The court held that the buyer must pay the purchase price when the seller places either the goods or documents controlling their disposition at the buyer's disposal (article 58 (1) CISG). In general, documents representing the goods are to be procured by the party exporting the goods. This is not necessarily the seller in every case. The procurement of customs documents is incumbent upon the seller, only if so agreed between seller and buyer, which was not the case.

Case number: 53

Article number: sales convention / 14(1)

Thesaurus issue:

Country of decision: Hungary

Year of decision: 1992

Type of decision: Judicial decision

Case 53: CISG 14(1)

Hungary: Supreme Court Gf.I. 31.349/1992/9 25 September 1992

United Technologies International Inc. Pratt and Whitney Commercial Engine Business v. Magyar L,gi

K"zleked,si V llalat

(Mal, v Hungarian Airlines)

Original in Hungarian

Unpublished

Summary published in Italian: Diritto del commercio internazionale July-September 1993, 651

Commented on by Magnus in Zeitschrift für Europ,isches Privatrecht (ZEuP) 1993, 79

The plaintiff, an American manufacturer of aircraft engines, further to extensive negotiations with the defendant, a Hungarian

manufacturer of Tupolev aircraft, made two alternative offers of different types of aircraft engines without quoting an exact

price. The defendant chose a type of engine from the ones offered and placed an order. At issue was whether a valid contract

was concluded. The court of first instance held that a valid contract had been concluded on the ground that the offer indicated

the goods and made provision for determining the quantity and the price.

The Supreme Court found that the offer and the acceptance were vague and, as such, ineffective since they failed to explicitly

or implicitly fix or make provision for determining the price of the engines ordered (art. 14(1) CISG). The Supreme Court

considered that the acceptance was a mere expression of the intention of the defendant to conclude a contract for the purchase

of the engines chosen and, as such, the acceptance could not operate as a counter-offer. The Supreme Court therefore

overturned the decision of the court of first instance and held that there was no valid contract concluded.