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

SCHEDULE 1

THE UNIFORM LAW ON THE INTERNATIONAL SALE OF GOODS

CHAPTER II.—GENERAL PROVISIONS

ARTICLE 9

- 1 The parties shall be bound by any usage which they have expressly or impliedly made applicable to their contract and by any practices which they have established between themselves.
- 2 They shall also be bound by usages which reasonable persons in the same situation as the parties usually consider to be applicable to their contract. In the event of conflict with the present Law, the usages shall prevail unless otherwise agreed by the parties.
- 3 Where expressions, provisions or forms of contract commonly used in commercial practice are employed, they shall be interpreted according to the meaning usually given to them in the trade concerned.

ARTICLE 10

For the purposes of the present Law, a breach of contract shall be regarded as fundamental wherever the party in breach knew, or ought to have known, at the time of the conclusion of the contract, that a reasonable person in the same situation as the other party would not have entered into the contract if he had foreseen the breach and its effects.

ARTICLE 11

Where under the present Law an act is required to be performed “promptly”, it shall be performed within as short a period as possible, in the circumstances, from the moment when the act could reasonably be performed.

ARTICLE 12

For the purposes of the present Law, the expression “current price” means a price based upon an official market quotation, or, in the absence of such a quotation, upon those factors which, according to the usage of the market, serve to determine the price.

ARTICLE 13

For the purposes of the present Law, the expression “a party knew or ought to have known”, or any similar expression, refers to what should have been known to a reasonable person in the same situation.

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ARTICLE 14

Communications provided for by the present Law shall be made by the means usual in the circumstances.

ARTICLE 15

A contract of sale need not be evidenced by writing and shall not be subject to any other requirements as to form. In particular, it may be proved by means of witnesses.

ARTICLE 16

Where under the provisions of the present Law one party to a contract of sale is entitled to require performance of any obligation by the other party, a court shall not be bound to enter or enforce a judgment providing for specific performance except in accordance with the provisions of Article VII of the Convention dated the 1st day of July 1964 relating to a Uniform Law on the International Sale of Goods.

ARTICLE 17

Questions concerning matters governed by the present Law which are not expressly settled therein shall be settled in conformity with the general principles on which the present Law is based.

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