



**United Nations Commission
on International Trade Law**

**UNCITRAL Digest of case law on the United Nations
Convention on the International Sale of Goods***

Article 24

For the purposes of the Part of the Convention, an offer, declaration of acceptance or any other indication of intention “reaches” the addressee when it is made orally to him or delivered by any other means to him personally, to his place of business or mailing address or, if he does not have a place of business or mailing address, to his habitual residence.

1. Article 24 defines, for the purposes of Part II on the formation of the contract, when a communication reaches the other party. The Convention refers to when a communication “reaches” the other party in articles 15 (1) (offer), 15 (2) (withdrawal of offer), 16 (1) (revocation of acceptance), 17 (rejection), 18 (2) (acceptance), 20 (1) (commencement of time period when instantaneous communication), 21 (2) (late acceptance when would have arrived in normal time), and 23 (conclusion of contract)

* The present digest was prepared using the full text of the decisions cited in the Case Law on UNCITRAL Texts (CLOUT) abstracts and other citations listed in the footnotes. The abstracts are intended to serve only as summaries of the underlying decisions and may not reflect all the points made in the digest. Readers are advised to consult the full texts of the listed court and arbitral decisions rather than relying solely on the CLOUT abstracts.

2. Article 24 applies only to communications made before or at the time the contract is concluded. For communications after the contract is concluded, article 27 provides that the addressee bears the risk of non-receipt or of delay or error.¹
3. An oral communication reaches the addressee when it is made to him. There are no reported cases applying this provision.
4. Any other communication reaches the addressee when it is delivered to the addressee personally or delivered to his business or mailing address. If the addressee does not have a place of business or mailing address, the communication is to be delivered to his habitual residence. A communication delivered to the relevant address is effective even if the addressee has changed its address.²
5. Article 24 does not expressly mention whether a communication in a language that the addressee is unable to understand “reaches” the addressee. In accordance with paragraphs (1) and (2) of article 8 a communication is to be interpreted in accordance with the common understanding of the parties or with the understanding of a reasonable person of the same kind as the other party would have had in the same circumstances. One court has stated that, in accordance with article 8, a communication does not “reach” the addressee unless the language of the communication was agreed to by the parties, used by the parties in their prior dealings, or customary in the trade.³ Several other courts have given no effect to standard terms when they were not translated into the language of the other party.⁴

¹ But see Arrondissementsrechtbank, Amsterdam, Netherlands, 5 October 1994, Unilex (applying art. 24 to seller’s letter in response to buyer’s letter explaining reason for partial rejection of the goods).

² Arrondissementsrechtbank, Amsterdam, Netherlands, 5 October 1994, Unilex (seller’s letter in response to buyer’s letter explaining reason for partial rejection of the goods “reached” the buyer even though buyer did not receive it because of change of address).

³ CLOUT case No. 132 [Oberlandesgericht Hamm, Germany, 8 February 1995] (discussion of “language risk” in light of art. 8).

⁴ CLOUT case No. 345 [Landgericht Heilbronn, Germany, 15 September 1997] (standard terms in German language only sent by a German seller to an Italian buyer); Amtsgericht Kehl, Germany, 6 October 1995, Unilex (standard terms in German language only sent by a German buyer to an Italian seller).