United Nations A/CN.9/SER.C/ABSTRACTS/47

General Assembly

Distr.: General
3 December 2005

Original: English

United Nations Commission on International Trade Law

Case Law on UNCITRAL Texts (CLOUT)

Contents

V.05-90869 (E) 010206 010206

Introduction

This compilation of abstracts forms part of the system for collecting and disseminating information on court decisions and arbitral awards relating to conventions and model laws that emanate from the work of the United Nations Commission on International Trade Law (UNCITRAL). Information about the features of that system and about its use is provided in the User Guide (A/CN.9/SER.C/GUIDE/1/REV.1). CLOUT documents are available on the UNCITRAL website (http://www.uncitral.org).

Issues 37 and 38 of CLOUT introduced several new features. First, the table of contents on the first page lists the full citations to each case contained in this set of abstracts, along with the individual articles of each text, which are interpreted by the court or arbitral tribunal. Second, the Internet address (URL) of the full text of the decisions in their original language are included, along with Internet addresses of translations in official United Nations language(s), where available in the heading to each case (please note that references to websites other than official United Nations websites do not constitute an endorsement by the United Nations or by UNCITRAL of that website; furthermore, websites change frequently; all Internet addresses contained in this document are functional as of the date of submission of this document). Third, abstracts on cases interpreting the UNCITRAL Model Arbitration Law now include keyword references which are consistent with those contained in the Thesaurus on the UNCITRAL Model Law on International Commercial Arbitration, prepared by the UNCITRAL Secretariat in consultation with National Correspondents, and in the forthcoming UNCITRAL Digest on the UNCITRAL Model Law on International Commercial Arbitration. Finally, comprehensive indices are included at the end, to facilitate research by CLOUT citation, jurisdiction, article number, and (in the case of the Model Arbitration Law) keyword.

Abstracts have been prepared by National Correspondents designated by their Governments, or by individual contributors. It should be noted that neither the National Correspondents nor anyone else directly or indirectly involved in the operation of the system assumes any responsibility for any error or omission or other deficiency.

Cases relating to the United Nations Sales Convention (CISG)

Case 531: CISG 35 (2) (c)
Canada: Ontario Superior Court of Justice (Rogin J.)
Dunn Paving Ltd. v. Aerco Trading Inc.
1 May 2001
Published in English: [2001] Ontario Judgments no. 1736 (Lexis)
Abstract prepared by Geneviève Saumier, National Correspondent

The buyer, located in Michigan, contracted to buy scrap metal from the seller's recycling operation in Ontario. The scrap delivered was often contaminated by sand and this led to numerous price adjustments over a two-year period. In a dispute over monies owed, the buyer counterclaimed regarding the adjustments, arguing that the contract was a sale by sample governed by the domestic Sale of Goods Act. The seller argued that it was an international sale governed by the International Sale of Goods Act and thus the CISG.

The Court rejected the characterization of the transaction as a sale by sample, without deciding on the applicable law, and stating that "the acts are not dissimilar when they speak of sale by sample". Even if the sale had been by sample, the Court found that the buyer had had sufficient opportunity to inspect the goods and reject any that did not conform; moreover, the buyer had accepted the adjustment method for a long period and could not now claim to repudiate it. The buyer was ordered to pay the outstanding amounts owed on the contract.

Case 532: CISG 35; 71
Canada: British Columbia Supreme Court (Tysoe J.)
Mansonville Plastics (B.C.) Ltd. v. Kurtz GmbH
21 August 2003
Published in English: [2003] British Columbia Judgments No. 1958 (Lexis)
http://www.courts.gov.bc.ca/jdb-txt/sc/03/12/2003bcsc1298.htm
Abstract prepared by Geneviève Saumier, National Correspondent

The buyer, a British Columbia based producer of styrofoam blocks, purchased over Canadian $800,000 of equipment manufactured by the Austrian subsidiary of the German seller. The buyer was not satisfied with the performance of the equipment, despite numerous technical adjustments made by the vendor, and sued for breach of contract, including late delivery, and breach of warranties. The main complaint was that the equipment failed to produce goods in conformity with contractual specifications for at least a year after delivery.

The Court rejected the claim that the contract was governed by German law, under which the claim was time-barred, holding that a German choice-of-law clause in the vendor's general terms of sale was never brought to the attention of the buyer or put in its possession. The Court then determined that British Columbia law applied using its own conflict of laws rules.

On the late delivery claim, the vendor argued that the buyer forfeited its right to complain because it was itself in breach of its payment obligation, specifically by failing to provide a timely letter of credit. The vendor relied expressly on article 71 CISG to justify its suspension of delivery due to the buyer's failure regarding payment. The Court accepted the application of CISG as part of British

Columbia's law, and assessed the evidence to conclude that there had been suspension and notification, as per article 71 (3) CISG, but only during a two-week period. Given that the equipment was eight weeks late in total, the Court found that the vendor was in breach for having delivered six weeks late.

On the issue of conformity, the Court referred to article 35 CISG and found that local law included the same "statutory warranty of fitness". Relying on local case law, the Court concluded that the equipment was fit for the purpose given that it eventually functioned adequately without any mechanical alterations. While the cause of the initial problems was unknown, it did not allow a presumption of defect to be drawn. The Court then considered what it called "contractual warranties" and found that the vendor had made five such warranties, of which three were breached. No reference was made to any CISG provision or case law in this section of the decision. Damages were then also assessed without reference to CISG and included increased operating costs and lost profits (past and future) due to the delays caused by late delivery and the non-conformities. The Court awarded Canadian $575,000 in damages, plus prejudgment interest.

Case 533: CISG 5
Canada: Ontario Superior Court of Justice (Smith J.)
Shane v. JCB Belgium N.V.
14 November 2003
Published in English: [2003] Ontario Judgments no. 4497
http://www.canlii.org/on/cas/onsc/2003/2003onsc11737.html
Abstract prepared by Geneviève Saumier, National Correspondent

The Ontario buyers of a Belgian tractor brought suit against the vendor in Ontario after the tractor caught fire and burned while being used by the plaintiffs. The plaintiffs claimed damages for negligent manufacture and design. The defendant sought to have the suit removed to Belgium, arguing that Ontario was *forum non conveniens*. In the course of rejecting the jurisdictional argument, the Court held that the CISG applied to the contract. However, the judge found that the claim did not bring into question the CISG since it was put forward in tort. There was no analysis of the possible interplay between the CISG and the product liability claim under article 5 CISG.

Case 534: CISG 1; 8; 9; 14
Austria: Oberster Gerichtshof
7Ob 275/03x
17 December 2003
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

An Austrian buyer ordered tantal powder from the seller in Hong Kong. The order referred to a sample. The contract was drafted in English, but the order form contained a provision referring to the buyer's general terms of contract, reproduced on its back side in German. According to these terms, Austrian law would govern the contract.

The Court of Appeal, upholding the decision of the lower judge, deemed the CISG applicable to the case, because both China and Austria were Contracting States to the CISG and Hong Kong S.A.R. is bound by treaties entered into by China. Moreover, the Court held that the buyer's general terms of contract were inoperative as they had not been drafted in the language of the negotiations or of the contract.

The Supreme Court discussed whether the buyer's general terms of contracts could validly integrate the contract and, if not, which law should apply. The Supreme Court found the CISG applicable by virtue of the parties' valid choice of a Contracting State's law (here Austrian law), even if—contrary to the Court of Appeal's finding—China had not extended the application of the CISG to Hong Kong S.A.R.

The Supreme Court held that the question of the validity of the buyer's general terms of contract had to be decided according to articles 8 and 14 CISG. The Court stated that such general terms are valid and operative to the extent that the parties realize that they apply to the contract and that they have a reasonable possibility to understand their content. The Court added that this is the case when such terms are not too long and are written in a language widely spoken as German, so that they may be translated easily. The Court further stated that parties involved in international business are supposed to object immediately to the applicability of the terms if they are unable to understand them. It added that the financial terms of the transaction, as well as the existence of earlier business contacts between the parties which may have created a trade usage between them, should be taken into account to establish the applicability of such general terms. The Supreme Court remanded the case to the judge of first instance for further fact findings.

Case 535: CISG 39; 49
Austria: Oberster Gerichtshof
6Ob 117/01g
5 July 2001
Published in German in *Internationales Handelsrecht*, 2002, 2, 73.
Abstract prepared by Martin Adensamer, National Correspondent

The seller sold computer microprocessors to the buyer, who paid the price and resold the goods in the original package without examining them. A number of final users, claiming the microprocessors were fake, returned them to the reseller, who returned them to the first seller, receiving in return in some cases replacements, and in other cases credit notes. After a certain date, the reseller exclusively requested credit notes. Some months later, the reseller filed a law suit, claiming the sums carried in the credit notes.

The defendant argued, on the one hand, that the plaintiff had not given the declaration of avoidance of the contract within reasonable time and therefore his declaration was not valid; on the other hand, that the plaintiff's notice of non-conformity had not been sufficiently specified, since he had omitted even to examine the goods.

The Supreme Court found that the CISG did not provide for any specific form requirement for the declaration of avoidance, which could therefore be implicit or even derive from the filing of a lawsuit. It also found that under the CISG the notice

of lack of conformity of the goods, to be effective, had only to be understandable for the other party. The Court deemed that the plaintiff's exclusive request from a certain date for the reimbursement of the price was a clear sign of its intention to avoid the contract. Moreover, the Court argued that the fact that the defendant was ready to substitute the goods showed that he had implicitly waived both the objections that the notice of non-conformity had not been given timely and that it lacked the necessary specificity.

Case 536: CISG 9 (2); 35 (2); 38; 39; 40
Austria: Oberster Gerichtshof
2Ob 48/02a
27 February 2003
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

The buyer, after testing a sample, ordered several containers of frozen fish for resale to a customer in Latvia. Upon arrival of the first container in Riga the buyer and its customer realized that the fish was from the previous year's catch. The fish was not admitted for human consumption in Latvia and sent back; consequently, the buyer refused to pay the price for the first shipment and to receive the additional shipments agreed in the contract. The seller filed an action for the payment of the price.

The first instance judge found that the plaintiff's managing director was aware of the existence of an international trade usage widely known to and regularly observed by fish merchants, according to which, lacking any specification to the contrary in the contract, the fish should be from the same year's catch. The fact that a sample belonging to the previous year's catch had been offered, but that this detail had not been disclosed to the buyer, precluded the plaintiff from relying on the provision of article 35 (2) (c) CISG on the conformity of the sold goods to the sample. Moreover, under article 40 CISG the seller had lost the right to object to the timeliness of the notice of non-conformity, since he was aware of the actual fish catch season.

The Court of Appeal reversed the decision, finding the existence of the trade usage not sufficiently proven and the evaluation of the evidence regarding the seller's awareness of the year's catch not persuasive. The Supreme Court held that the Court of Appeal had dismissed the existence of the trade usage without sufficient investigation and remanded the case for additional fact-findings.

Case 537: CISG 8 (1); 8 (3); 14; 18; 19
Austria: Oberlandesgericht Graz
2R 23/02y
7 March 2002
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

A German buyer ordered to an Austrian seller twenty tons of pork meat. The seller made the sale conditional to the acceptance of the buyer by the defendant's

credit insurance, which did not occur. The buyer insisted by resubmitting by fax an offer to the seller, requesting the delivery of the meat in six days. The seller returned the fax on the next day with the remark that the goods could not be delivered. Additional efforts of the buyer to purchase the meat with a cheque payment were also fruitless. The buyer had to make a cover purchase at a higher price and sued to recover the extra price paid.

The Court of Appeal, confirming the first grade decision, applied articles 14 and 8 (3) CISG and held that the contract had not been validly concluded, since the declaration of acceptance conditional to the acceptance by the credit insurance diverged from the original proposal, thus constituting a counter-offer. The Court added that the alleged silence or inactivity of the buyer could not be relevant for the conclusion of the contract under articles 18 and 19 CISG, and even more so since, after receiving the counter-offer, the buyer was requested to perform additional actions, i.e. to contact the credit insurance and to provide the VAT identification number. Finally, the Court of Appeal stated that from the oral negotiations between the parties it was clear for the buyer that the defendant would have entered into a contract only under condition that the buyer would be accepted by the seller's credit insurance.

Case 538: CISG 38; 39
Austria: Oberlandesgericht Innsbruck
4R 58/02i
26 April 2002
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

An Austrian seller accepted an order to produce, deliver and set up tapping equipment at a restaurant in Germany. The equipment became operational in May 1996. Two months later the buyer informed the seller that it was not working properly, but a more specific notice of non-compliance was given only in December 1996, while alleged earlier notices of non-compliance given by telephone were not supported by sufficient evidence in court.

The Court of Appeal stated that under article 39 (1) CISG the notice of non-compliance should be given within 14 days, unless special circumstances require otherwise. The Court also stated a number of principles on the examination of the goods. According to the Court, the examination should be carried out with the goal to get expeditely a clear picture, but experts may be consulted if the defects may not be discovered otherwise. Moreover, the burden of proof on the timeliness and sufficient specification of the notice of non-conformity lies with the buyer. Finally, though the requirements of the notice should not be too burdensome for the buyer, they should allow for an adequate redress action by the seller.

In the case, the Court of Appeal found that the buyer had failed to give proof that he had given sufficient notice of non-conformity within the time limit, and therefore held him liable to pay the full price.

Case 539: CISG 64; 75
Austria: Oberlandesgericht Graz
3R 68/02y
31 May 2002
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

A Swiss buyer ordered 500 cubic metres of Romanian wood through an Austrian middleman, who accepted full liability for the delivery of the wood on behalf of the seller, a Romanian company. It was agreed that 70 per cent of the price should be paid upon inspection and approval of goods and the rest upon delivery. The seller provided security for the part of the price to be prepaid. The Swiss buyer, after inspection and approval of the wood, placed an order for only 200 cubic metres and paid the advance payment by ordering a bank transfer for 70 per cent of the corresponding reduced price. The Romanian seller refused to deliver the reduced quantity of wood, insisting on the original conditions on the contract, and sold all the wood to another client at a reduced price. When asked to return the advance payment to the Swiss buyer, the seller kept it to offset the damages arising from the sale at a reduced price. The buyer sued the Austrian middleman to recover the advance payment.

The Court of Appeal held that the buyer had originally agreed to pay advance payment for the full quantity of the wood originally agreed upon, i.e. 500 cubic metres, and that, therefore, the reduction in the advance payment sum constituted a breach of contract. The seller had therefore the right to declare the contract avoided under article 64 CISG and to claim damages in the amount corresponding to the difference between the contract price and the price of the substitute transaction under article 75 CISG. The buyer's right to recover the sum prepaid had to be set off against the damages suffered by the seller, so that there was no liability of the latter. The claim was dismissed.

Case 540: CISG 27; 88
Austria: Oberlandesgericht Graz
2R 62/02h
16 September 2002
Original in German
Unpublished
Abstract prepared by Martin Adensamer, National Correspondent

A German buyer purchased garments from an Austrian seller, but did not take delivery of the goods. After requesting the buyer by fax and telephone to take possession, the seller sold the goods to other buyers at a significantly lower price and sued the first buyer to recover the difference between the original agreed price and the actual price the seller had received.

The Court of Appeal found that, as the buyer was in unreasonable delay in taking possession of the goods, the seller was entitled under article 88 CISG to sell the goods elsewhere. The Court found that the seller had complied with his duty to give proper notice to the buyer of its intention to sell the goods by fax and telephone. The Court also found that the fourteen days term indicated by the seller

to the buyer to take possession of the goods was reasonable within the meaning of article 88 CISG. Finally, the Court stated that the fact that the fax, although sent to the correct number, might have failed to actually reach the buyer did not deprive the seller of the right to rely on the communication under article 27 CISG.

Case 541: CISG 8 (2); 38; 39; 45 (1) (b); 74
Austria: Oberster Gerichtshof
7Ob 301/01t
14 January 2002
Published in German in *Internationales Handelsrecht*, 2002, 2, 76.
Abstract prepared by Martin Adensamer, National Correspondent

An Austrian buyer ordered from the German seller a cooling device according to custom specifications for its special intended use in a water plant. The general terms of delivery and payment of the contract contained a choice of German law and special rules on the notice of lack of conformity. As the seller did not deliver on the agreed date, the equipment had to be delivered directly to the construction site and could not be tested, as originally planned, before it was set into place. Due to a construction flaw, the cooler could be operated only provisionally and had later to be completely rebuilt by the buyer. The buyer notified the lack of conformity of the cooling device to the seller. The buyer also warned the seller that he would be held responsible for damages to the main contractor if the cooling device could not be made fully operational on schedule and that the repair of the cooler might be very expensive. In fact, the damages stemming from the malfunctioning of the cooling device considerably exceeded its price, and the buyer declared their set off with the price for other equipment delivered by the seller under a different contract.

Unlike the first instance judge, both the Court of Appeal and the Supreme Court deemed the CISG applicable to the contract. In particular, the Supreme Court discussed three issues: whether the examination of the good was performed properly and timely; whether the notice of non-conformity was timely and sufficiently specific; and the amount of damages to be paid, with special regard to the circumstances and conditions under which the damages to be paid could exceed the price of the goods. On these points, the Supreme Court upheld the decision of the Court of Appeal and gave additional reasoning on the foreseeability of the damages.

The Supreme Court held that, while the period for the examination of the goods under article 38 CISG may vary with the circumstances, one week should be a standard term for this operation. The Court also held that, in case of goods difficult to examine, experts may be consulted, but there is no obligation to carry out exceedingly costly examinations. Further, the court stated that the period for the notice of non-conformity of the goods under article 39 CISG starts as soon as the period for examination has elapsed and amounts normally to one week, and that the notice of non-conformity should therefore reach the seller within two weeks from the delivery of the goods.

The Supreme Court specified that each instance of non-conformity of goods needs to be notified, with specific indication of its nature, so that the seller could take adequate measures. It added that additional details should be notified only if they are discovered within the period given for the examination and at a reasonable cost, and that the notice informing of the buyer’s intention to remedy should be

given within reasonable time after the notice on the lack of conformity. In the present case, the Court noted that a full examination was not possible due to the late delivery and to the fact that the non-conformity could be detected only in part.

Further, the Supreme Court stated that if the seller fails to repair the non-conforming goods within reasonable time, the buyer may do so and claim compensation from the seller for the related expenses, which amount to damages within the meaning of article 45 (1) (b) CISG. The Court added that the same mechanism applies when the seller cannot be expected to carry out a repair, but that the expenses for such a repair may be compensated only insofar as they are reasonable in relation to the intended use of the sold goods. Taking into account all the circumstances of the case (urgency, time needed to replace the faulty device, claims from the main contractor), the Court held that the buyer could set off the damages against the full amount of the contractual price.

Finally, the Supreme Court noted that the right to damages under article 74 CISG follows the principle of foreseeability and full compensation, and that all losses, including expenses made in view of the performance of the contract and loss of profit, are to be compensated to the extent they were foreseeable at the time of the conclusion of the contract. According to the Court, the foreseeability requirement is met if, all the circumstances of the case considered, a reasonable person could have foreseen the consequences of the breach of contract, even if not in all details and in their final amount (article 8 (2) CISG). Consequential loss may also be compensated, if not excluded by parties' agreement, as it was not in this case.

Case 542: CISG 44
Austria: Oberster Gerichtshof
7Ob 54/02w
17 April 2002
Published in German in *Zeitschrift für Rechtsvergleichung*, 2002, 233.
Abstract prepared by Martin Adensamer, National Correspondent

The dispute concerned the possibility to excuse the buyer under article 44 CISG for failing to give notice of lack of conformity to the seller within the time limit indicated in article 39 (1) CISG.

The buyer claimed that a reasonable excuse occurs if the seller expressly or impliedly waives his right under article 39 CISG, and that an implied waiver may be derived from an agreement of guarantee entered into by the parties. Moreover, the buyer claimed that the seller, in the course of their dealings, had not objected to claims for damages filed untimely.

The Court of Appeal denied the applicability of article 44 CISG in the case and the Supreme Court upheld the decision. According to the latter, a reasonable excuse within the meaning of article 44 CISG can be recognized only when the buyer's failure to give notice to the seller of the lack of conformity is due to reasons that would have excused an average buyer in the normal course of business conducted in good faith, provided that the buyer acted with the diligence subjectively expected by him according to the circumstances. This exceptional provision must be interpreted strictly. The decision on the existence of a reasonable

excuse of the buyer depends on the facts of the case, and the Court of Appeal's judgement on this point, absent any error, cannot be revised by the Supreme Court.

In the present case, according to the Supreme Court, nothing in the agreement of guarantee could lead to conclude that the seller had waived his right to rely on article 39 CISG; nor such a waiver, in lack of any additional element, could be derived from the absence in the agreement of guarantee of an express reference to the timely notice requirement. Moreover, the Court added that, in principle, a waiver of right may be inferred only from specific circumstances that clearly indicate that this was the intention of the party. The Supreme Court dismissed the case.

Index to this issue

I. Cases by jurisdiction

Austria

Canada

II. Cases by text and article

United Nations Sales Convention (CISG)

CISG 1

Case 534: *Austria: Oberster Gerichtshof, 7Ob 275/03x (17 December 2003)*

CISG 5

Case 533: *Canada: Ontario Superior Court of Justice (Smith J.) Shane v. JCB Belgium N.V. (14 November 2003)*

CISG 8

Case 534: *Austria: Oberster Gerichtshof, 7Ob 275/03x (17 December 2003)*

CISG 8 (1)

Case 537: *Austria: Oberlandesgericht Graz, 2R 23/02y (7 March 2002)*

CISG 8 (2)

Case 541: *Austria: Oberster Gerichtshof, 7Ob 301/01t (14 January 2002)*

CISG 8 (3)

Case 537: *Austria: Oberlandesgericht Graz, 2R 23/02y (7 March 2002)*

CISG 9

Case 534: *Austria: Oberster Gerichtshof, 7Ob 275/03x (17 December 2003)*

CISG 9(2)

Case 536: *Austria: Oberster Gerichtshof, 2Ob 48/02a (27 February 2003)*

CISG 14

Case 534: *Austria: Oberster Gerichtshof, 7Ob 275/03x (17 December 2003)*

Case 537: *Austria: Oberlandesgericht Graz, 2R 23/02y (7 March 2002)*

CISG 18

Case 537: *Austria: Oberlandesgericht Graz, 2R 23/02y (7 March 2002)*

CISG 19

Case 537: *Austria: Oberlandesgericht Graz, 2R 23/02y (7 March 2002)*

CISG 27

Case 540: *Austria: Oberlandesgericht Graz, 2 R 62/02h (16 September 2002)*

CISG 35

Case 532: *Canada: British Columbia Supreme Court (Tysoe J.) Mansonville Plastics (B.C.) Ltd. v. Kurtz GmbH (21 August 2003)*

CISG 35 (2)

Case 536: *Austria: Oberster Gerichtshof, 2Ob 48/02a (27 February 2003)*

CISG 35 (2) (c)

Case 531: *Canada: Ontario Superior Court of Justice (Rogin J.) Dunn Paving Ltd. v. Aerco Trading Inc. (1 May 2001)*

CISG 38

Case 536: *Austria: Oberster Gerichtshof, 2Ob 48/02a (27 February 2003)*

Case 538: *Austria: Oberlandesgericht Innsbruck, 4R 58/02i (26 April 2002)*

Case 541: *Austria: Oberster Gerichtshof, 7Ob 301/01t (14 January 2002)*

CISG 39

Case 535: *Austria: Oberster Gerichtshof, 6Ob 117/01g (5 July 2001)*

Case 536: *Austria: Oberster Gerichtshof, 2Ob 48/02a (27 February 2003)*

Case 538: *Austria: Oberlandesgericht Innsbruck, 4R 58/02i (26 April 2002)*

Case 541: *Austria: Oberster Gerichtshof, 7Ob 301/01t (14 January 2002)*

CISG 40

Case 536: *Austria: Oberster Gerichtshof, 2Ob 48/02a (27 February 2003)*

CISG 44

Case 542: *Austria: Oberster Gerichtshof, 7Ob 54/02w (17 April 2002)*

CISG 45 (1) (b)

Case 541: *Austria: Oberster Gerichtshof, 7Ob 301/01t (14 January 2002)*

CISG 49

Case 535: *Austria: Oberster Gerichtshof, 6Ob 117/01g (5 July 2001)*

CISG 64

Case 539: *Austria: Oberlandesgericht Graz, 3R 68/02y (31 May 2002)*

CISG 71

Case 532: *Canada: British Columbia Supreme Court (Tysoe J.) Mansonville Plastics (B.C.) Ltd. v. Kurtz GmbH (21 August 2003)*

CISG 74

Case 541: *Austria: Oberster Gerichtshof, 7Ob 301/01t (14 January 2002)*

CISG 75

Case 539: *Austria: Oberlandesgericht Graz, 3R 68/02y (31 May 2002)*

CISG 88

Case 540: *Austria: Oberlandesgericht Graz, 2R 62/02h (16 September 2002)*