

TRANSFER OF PROPERTY: ARTICLES 52-53

128. One representative introduced the proposal relating to articles 52 and 53 that is contained in document A/CN.9/WG.2/WP.10, paragraph 76. In addition to introducing some drafting changes, the proposal aimed at protecting the buyer from "restrictions imposed by public authority" as well as from rights and claims of third parties.

129. Several representatives were opposed to the above proposal. It was stated that articles 52 and 53, contrary to the title given to them in ULIS, deal with the guarantee of title by the seller rather than the transfer of property. Restrictions imposed by public authority seldom constituted incumbrances to title; they mostly restricted the movement of the goods.

130. Some representatives also stated that the question of public restrictions was too complex to be dealt with under articles 52 and 53. It was pointed out there were various kinds of restrictions imposed by public authority, some of which affected the obligations of the seller alone, while others affected the obligations of both buyer and seller. Furthermore, some restrictions arise before the conclusion of the contract, others after the conclusion of the contract, and therefore the seller could not be held responsible for all their consequences without reference to the passing of risk. In the view of those representatives the question of restrictions by public authorities should be dealt with, if necessary, under separate provisions.

131. Consideration was given to the proviso "unless the buyer knows or should have known at the time of the contract that the goods would be acquired" subject to the right or claim of a third party, which was introduced in the above proposal. In the view of some representatives this proviso was unacceptable. In the absence of an express agreement by the buyer to take the goods subject to a right or claim of a third party, actual or constructive knowledge should not deprive the buyer of his guarantee of title.

132. Several representatives were of the opinion that the régime established by articles 52 and 53 of ULIS leaned heavily in favour of the seller. In the view of these representatives, the seller's failure to transfer a good title to the goods, free from third party's rights or claims, results, in most cases, in a fundamental breach of the contract. The buyer should be entitled to rescind the contract without the necessity of first requesting the seller to perfect the title or to deliver other goods free from incumbrances or claims as article 52 of ULIS required.

133. Some representatives who shared the above view suggested that a defect in title was not different from a non-conformity in the quantity or quality of the goods which constituted a fundamental breach. Consequently, the remedies of the buyer should be the same in both cases, it was proposed that the seller's obligation to transfer a good title should be dealt with under the articles dealing with the obligations of the seller as regards the conformity of the goods to the terms of the contract (article 33).

134. Other representatives, while agreeing that a defect in title should not be treated as less serious than a non-conformity, did not agree with the proposal that the seller's obligation to transfer good title should be dealt with under or close to the articles on conformity of the goods. The two obligations were distinctly different.

135. Some representatives had reservation about the use of the word "claim" in articles 52 and 53. The use of such word might lead to abuse by the buyer in that he might hold the seller responsible for any third party's claim, however frivolous or vexacious. Other representatives did not share this reservation on the ground that the word "claim" could only be interpreted to mean a valid or well-founded claim. One representative stated that if any qualification was used in the text to describe the claim such as the word "valid" might raise the problem of which law should determine the validity of that claim.

136. One representative suggested that the words "except those provided for by the agreement between the parties or by usage" be added at the end of article 53.

137. Another representative proposed that article 52 should be drafted as follows:

"1. The seller shall not have fulfilled his obligation as regards property where the goods are subject to a right or claim of a third person, unless the buyer agreed to take the goods subject to such right or claim.

"2. The buyer shall have the same rights on a failure by the seller to fulfil his obligation as regards property as he has on a failure by the seller to fulfil his obligation as regards conformity."

138. In view of the above comments and proposals the Working Group decided to defer final action on articles 52 and 53 until its next session and requested the representative of Mexico to submit a proposal for a separate article or paragraph to deal with the question of restrictions by public authority.

OTHER OBLIGATIONS OF THE SELLER: ARTICLES 54-55

Article 54

139. In order to conform the language of paragraph 1 of this article to that used in INCOTERMS 1953, the Working Group decided to substitute the expression "on the terms normally used for the transport of goods of the contract description" for the phrase "on the usual terms" and adopted the language of article 54 as amended. The adopted text as amended appears in annex I to the report of the Working Group at paragraph 34.

140. Some representatives were of the opinion that paragraph 2 of article 54 should be deleted. If the seller was not bound by the contract to effect insurance of the goods, he should not be under a legal obligation to provide the buyer with information relating to premiums and insurance policies.

Article 55

141. One representative stated that the remedies provided in article 55 entitling the buyer to require performance of the obligation and to claim damages were more stringent than those provided for in common law countries for breach of similar obligations by the seller; the buyer could normally claim damages only.

142. One observer had doubt as to the desirability of article 55, the wording of which he considered to be too strong.

143. One representative pointed out that the reference to the obligations of the seller under article 53, made in paragraph 1 of article 55, was perhaps a mistake or oversight, as there were no obligations under article 53.

144. In the light of the above comments, the Working Group decided to defer final action on article 55, and requested the representative of Japan to extend his study on articles 50 and 51 of ULIS to cover this article.

ANNEX III

Revised text of articles 1-55 of the Uniform Law*

Article 1

1. The present Law shall apply to contracts of sale of goods entered into by parties whose places of business are in different States:

(a) When the States are both Contracting States; or

(b) When the rules of private international law lead to the application of the law of a Contracting State.

* Square brackets indicate that the Working Group took no final decision on the provisions enclosed.

2. [The fact that the parties have their places of business in different States shall be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by the parties at any time before or at the conclusion of the contract.]

3. The present Law shall also apply where it has been chosen as the law of the contract by the parties.

Article 2

1. The present Law shall not apply to sales:

(a) Of goods of a kind and in a quantity ordinarily bought by an individual for personal, family or household use, unless it appears from the contract [or from any dealings between, or from information disclosed by the parties at any time before or at the conclusion of the contract] that they are bought for a different use;

(b) By auction;

(c) On execution or otherwise by authority of law.

2. Neither shall the present Law apply to sales:

(a) Of stocks, shares, investment securities, negotiable instruments or money;

(b) Of any ship, vessel or aircraft [which is registered or is required to be registered];

(c) Of electricity.

Article 3

1. [The present Law shall not apply to contracts where the obligations of the parties are substantially other than the delivery of and payment for goods.]

2. Contracts for the supply of goods to be manufactured or produced shall be considered to be sales within the meaning of the present Law, unless the party who orders the goods undertakes to supply an essential and substantial part of the materials necessary for such manufacture or production.

Article 4

For the purpose of the present Law:

(a) [Where a party has places of business in more than one State, his place of business shall be his principal place of business, unless another place of business has a closer relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at the time of the conclusion of the contract;]

(b) Where a party does not have a place of business, reference shall be made to his habitual residence;

(c) Neither the nationality of the parties nor the civil or commercial character of the parties or the contract shall be taken into consideration;

(d) A "Contracting State" means a State which is Party to the Convention dated... relating to... and has adopted the present Law without any reservation [declaration] that would preclude its application to the contract;

(e) Any two or more States shall not be considered to be different States if a declaration to that effect made under article [II] of the Convention dated... relating to... is in force in respect of them.

Article 5

The parties may exclude the application of the present Law or derogate from or vary the effect of any of its provisions.

Article 6

(Transferred to article 3, paragraph 2)

Article 7

(Transferred to article 4 (c))

Article 8

The present Law shall govern only the obligations of the seller and the buyer arising from a contract of sale. In particular, the present Law shall not, except as otherwise expressly provided therein, be concerned with the formation of the contract, nor with the effect which the contract may have on the property in the goods sold, nor with the validity of the contract or of any of its provisions or of any usage. (Unchanged)

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. [The usages which the parties shall be considered as having impliedly made applicable to their contract shall include any usage of which the parties are aware and which in international trade is widely known to, and regularly observed by parties to contracts of the type involved, or any usage of which the parties should be aware because it is widely known in international trade and which is regularly observed by parties to contracts of the type involved.]

3. [In the event of conflict with the present Law, such usages shall prevail unless otherwise agreed by the parties.]

4. [Where expression, provisions or forms of contract commonly used in commercial practice are employed, they shall be interpreted according to the meaning widely accepted and regularly given to them in the trade concerned unless otherwise agreed by the parties.]

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 is practicable in the circumstances.

Article 12

(Deleted)

Article 13

(Deleted)

Article 14

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

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 judgement 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. (Unchanged)

Article 17

[In interpreting and applying the provisions of this Law, regard shall be had to its international character and to the need to promote uniformity [in its interpretation and application].]

Article 18

[The seller shall effect delivery of the goods, hand over any documents relating thereto and transfer the property in the goods, as required by the contract and the present Law.]

Article 19

[Delivery consists in the seller's doing all such acts as are necessary in order to enable the buyer to take over the goods.]

Article 20

1. [Delivery shall be effected:

(a) Where the contract of sale involves the carriage of goods and no other place for delivery has been agreed upon, by handing the goods over to the carrier for transmission to the buyer;

(b) Where, in cases not within the preceding paragraph, the contract relates to specific goods or to unascertained goods to be drawn from a specific stock to be manufactured or produced and the parties knew that the goods were at or were to be manufactured or produced at a particular place at the time of the conclusion of the contract, by placing the goods at the buyer's disposal at that place;

(c) In all other cases by placing the goods at the buyer's disposal at the place where the seller carried on business at the time of the conclusion of the contract or, in the absence of a place of business, at his habitual residence.]

Article 21

1. [If the seller is bound to deliver the goods to a carrier, he shall make, in the usual way and on the usual terms, such contracts as are necessary for the carriage of the goods to the place fixed. Where the goods are not clearly marked with an address or otherwise appropriated to the contract, the seller shall send the buyer notice of the consignment and, if necessary, some document specifying the goods.]

2. [If the seller is not bound by the contract to effect insurance in respect of the carriage of the goods, he shall provide the buyer, at his request, with all information necessary to enable him to effect such insurance.] (Previous article 54, paragraph 2 of ULIS.)

Article 22

[The seller shall [hand the goods over, or place them at the buyer's disposal]:

(a) If a date is fixed or determinable by agreement or usage, on that date; or

(b) If a period (such as a stated month or season) is fixed or determinable by agreement or usage, within that period on a date chosen by the seller unless the circumstances indicate that the buyer is to choose the date; or

(c) In any other case, within a reasonable time after the conclusion of the contract.]

Article 23

[Merged with article 20]

Article 24

1. [Where the seller fails to perform his obligations as regards the date or place of delivery, the buyer may exercise the rights provided in articles 25 to 27.]

2. [The buyer may also claim damages as provided in article 82 or in article 84 to 87.]

3. [In no case shall the seller be entitled to apply to a court or arbitral tribunal to grant him a period of grace.]

Article 25

1. [Where the failure to deliver the goods at the date or place fixed amounts to a fundamental breach of the contract, the buyer may either retain the right to performance of the contract by the seller or by notice to the seller declare the contract [avoided].]

[2. If the seller requests the buyer to make known his decision under paragraph 1 of this article and the buyer does not comply promptly, the seller may effect delivery of the goods within a reasonable time, unless the request indicates otherwise.]

[2. If the seller requests the buyer to make known his decision under paragraph 1 of this article and the buyer does not comply promptly, the seller may effect delivery of the goods before the expiration of any time indicated in the request, or if no time is indicated, before the expiration of a reasonable time.]

3. [If, before he has made known to the seller his decision under paragraph 1 of this article, the buyer is informed, that the seller has effected delivery and he does not exercise promptly his right to declare the contract [avoided] the contract cannot be [avoided].]

4. [If after the date fixed for delivery the buyer requests the seller to perform the contract, the buyer cannot declare the contract [avoided] before the expiration of any time indicated in the request, or, if no time is indicated, before the expiration of a reasonable time, unless the seller refuses to deliver within that time.]

Article 26

1. [Where the failure to deliver the goods at the date or place fixed does not amount to a fundamental breach of the contract, the seller shall retain the right to effect delivery and the buyer shall retain the right to performance of the contract by the seller.]

2. [The buyer may however grant the seller an additional period of time of reasonable length. If the seller fails to perform his obligations within this period, the buyer may by notice to the seller declare the contract [avoided].]

Article 27

[Where the seller tenders delivery of the goods before the date fixed, the buyer may take delivery or refuse to take delivery.]

Articles 28 to 32

[Merged with articles 24 to 27]

Article 33

1. [The seller shall deliver goods which are of the quantity and quality and description required by the contract and contained or packaged in the manner required by the contract.]

1 bis. [Unless the terms or circumstances of the contract indicate otherwise, the seller shall deliver goods

(a) Which are fit for the purposes for which goods of the same contract description would ordinarily be used;

(b) Which are fit for any particular purpose expressly or impliedly made known to the buyer;

(c) Which possess the qualities of a sample or model which the seller has handed over or sent to the buyer;

(d) Which are contained or packaged in the manner usual for such goods.]

2. No difference in quantity, lack of part of the goods or absence of any quality or characteristic shall be taken into consideration where it is clearly insignificant.

Article 34

(Deleted)

Article 35

1. Whether the goods are in conformity with the contract shall be determined by their condition at the time when risk passes. [However, if risk does not pass because of a declaration of avoidance of the contract or of a demand for other goods in replacement, the conformity of the goods with the contract shall be determined by their condition at the time when risk would have passed had they been in conformity with the contract.]

2. [The seller shall be liable for the consequences of any lack of conformity even though they occur after the time fixed in paragraph 1 of this article.]

Article 36

[The seller shall not be liable for the consequences of any lack of conformity of the kind referred to in subparagraphs (d), (e) or (f) of paragraph 1 of article 33, if at the time of the conclusion of the contract the buyer knew, or could not have been unaware of, such lack of conformity.]

Article 37

If the seller has handed over goods before the date for delivery he may, up to that date, deliver any missing part or quantity of the goods or deliver other goods which are in conformity with the contract or remedy any defects in the goods handed over, provided that the exercise of this right does not cause the buyer either unreasonable inconvenience or unreasonable expense. The buyer shall, however, retain the right to claim damages as provided in article 82.

Article 38

1. The buyer shall examine the goods, or cause them to be examined, promptly.

2. In the case of carriage of the goods, examination may be deferred until the goods arrive at the place of destination.

3. If the goods are redispached by the buyer without a reasonable opportunity for examination by him and the seller knew or ought to have known, at the time when the contract was concluded, of the possibility of such redispach, examination of the goods may be deferred until they arrive at the new destination.

4. [The methods of examination shall be governed by the agreement of the parties or, in the absence of such agreement, by the law or usage of the place where the examination is to be effected.]

Article 39

1. The buyer shall lose the right to rely on a lack of conformity of the goods if he has not given the seller notice thereof within a reasonable time after he has discovered the lack of conformity or ought to have discovered it. If a defect which could not have been revealed by the examination of the goods provided for in article 38 is found later, the buyer may none the less rely on that defect, provided that he gives the seller notice thereof within a reasonable time after its discovery. In any event, the buyer shall lose the right to rely on a lack of conformity of the goods if he has not given notice thereof to the seller within a period of two years from the date on which the goods were handed over, unless the lack of conformity constituted a breach of a guarantee covering a longer period.

2. In giving notice to the seller of any lack of conformity, the buyer shall specify its nature.

3. Where any notice referred to in paragraph 1 of this article has been sent by letter, telegram or other appropriate

means, the fact that such notice is delayed or fails to arrive at its destination shall not deprive the buyer of the right to rely thereon.

Article 40

The seller shall not be entitled to rely on the provisions of articles 38 and 39 if the lack of conformity relates to facts of which he knew, or of which he could not have been unaware, and which he did not disclose. (Unchanged)

Article 41

Where the buyer has given due notice to the seller of the failure of the goods to conform with the contract, the buyer may:

(a) Exercise the rights provided in articles 42 to 46;

(b) Claim damages as provided in article 82 or articles 84 to 87.

Article 42

The buyer shall retain the right to performance of the contract, unless he has declared the contract avoided under this Law.

Articles 43 and 44

ALTERNATIVE A

Article 43

[[Where the buyer requires the seller to perform the contract or] where the contract has not been declared avoided under article 44, the seller may deliver any missing part or quantity of the goods or deliver other goods which are in conformity with the contract or remedy any defect in the goods handed over.]

Article 44

1. [The buyer may declare the contract avoided if the delivery of goods which do not conform to the contract amounts to a fundamental breach of the contract. The buyer shall lose his right to declare the contract avoided if he does not exercise it promptly after giving the seller notice of the lack of conformity.]

2. [The buyer may also declare the contract avoided when he has fixed an additional period of time of reasonable length for the further delivery or for the remedying of the defect and the seller has failed to comply therewith, provided the buyer exercises this right promptly after the expiration of the period referred to in this paragraph.]

ALTERNATIVE B

Article 43 (ULIS article 44)

1. [The seller shall retain, even after the date fixed for the delivery of the goods, the right to deliver any missing part or quantity of the goods or to deliver other goods which are in conformity with the contract or to remedy any defect in the goods handed over, provided that the exercise of this right does not cause the buyer either unreasonable inconvenience or unreasonable expense.]

2. [The buyer may however grant the seller an additional period of time of reasonable length for the performance of the contract. If at the expiration of the additional period the seller has not delivered the goods or remedied the defect, the buyer may choose between requiring performance of the contract in accordance with article 42 or reducing the price in accordance with article 46 or declaring the contract avoided in accordance with article 44.]

Article 44 (ULIS article 43)

1. [The buyer may declare the contract avoided if the delivery of goods which do not conform to the contract, amounts to a fundamental breach of the contract.]

2. [However, unless the seller has refused to perform, the contract cannot be avoided:]

(a) In any case where the seller under paragraph 1 of article 43 retains the right to deliver goods or remedy defects, before the seller has had a reasonable time to exercise that right, or

(b) In any case where the buyer has requested performance of the contract, before the expiry of any period specified in the request, or, if no period has been specified, before the expiry of a reasonable time.]

3. [The buyer shall lose his right to declare the contract avoided if he does not exercise it promptly after he has discovered or ought to have discovered the lack of conformity, or in cases to which paragraph 2 of this article applies, after the expiration of the relevant period of time referred to in that paragraph.]

ALTERNATIVE C

Article 43 (Merger of articles 43 and 44 of ULIS)

1. [Where the non-conformity of goods delivered by the seller amounts to a fundamental breach of contract, the buyer, by notice to the seller may declare the contract [avoided]. The buyer shall lose his right to declare the contract avoided if he does not exercise it promptly after he discovered or ought to have discovered the lack of conformity.]

2. [The seller shall retain, after the date fixed for the delivery of the goods, the right to deliver any missing part or quantity of the goods or to deliver other goods which are in conformity with the contract or to remedy any defect in the goods handed over. This right may not be exercised if the delay in taking such action constitutes a fundamental breach of contract or if such action causes the buyer either unreasonable inconvenience or unreasonable expense.]

3. [Although the non-conformity of the goods does not constitute a fundamental breach, the buyer may fix an additional period of time of reasonable length for the further delivery or for the remedying of the defect. If at the expiration of the additional period the seller has not delivered the goods or remedied the defect, the buyer may choose between requiring the performance of the contract or reducing the price in accordance with article 46 or, provided that he does so promptly, declare the contract avoided.]

Article 45

1. Where the seller has handed over part only of the goods or an insufficient quantity or where part only of the goods handed over is in conformity with the contract, the provisions of articles 43 and 44 shall apply in respect of the part or quantity which is missing or which does not conform with the contract.

2. The buyer may declare the contract avoided in its entirety only if the failure to effect delivery completely and in conformity with the contract amounts to a fundamental breach of the contract. (Unchanged)

Article 46

[Where the buyer has neither obtained performance of the contract by the seller nor declared the contract avoided, the buyer may reduce the price in the same proportion as the value of the goods at the time of the conclusion of the contract has been diminished because of their lack of conformity with the contract.]

Article 47

Where the seller has proffered to the buyer a quantity of unascertained goods greater than that provided for in the contract, the buyer may reject or accept the excess quantity. If the buyer rejects the excess quantity, the seller shall be liable only for damages in accordance with article 82. If the buyer accepts the whole or part of the excess quantity, he shall pay for it at the contract rate. (Unchanged)

Article 48

[The buyer may exercise the rights provided in articles 43 to 46, even before the time fixed for delivery, if it is clear that goods which would be handed over would not be in conformity with the contract.]

Article 49

(Deleted)

Article 50

[Where the seller is bound to hand over to the buyer any documents relating to the goods, he shall do so at the time and place fixed by the contract or by usage.]

Article 51

[If the seller fails to hand over documents as provided in article 50 at the time and place fixed or if he hands over documents which are not in conformity with those which he was bound to hand over, the buyer shall have the same rights as those provided under articles 24 to 32 or under articles 41 to 49, as the case may be.]

Article 52

1. [Where the goods are subject to a right or claim of a third person, the buyer, unless he agreed to take the goods subject to such right or claim, shall notify the seller of such right or claim, unless the seller already knows thereof, and request that the goods should be freed therefrom within a reasonable time or that other goods free from all rights and claims of third persons be delivered to him by the seller.]

2. [If the seller complies with a request made under paragraph 1 of this article and the buyer nevertheless suffers a loss, the buyer may claim damages in accordance with article 82.]

3. [If the seller fails to comply with a request made under paragraph 1 of this article and a fundamental breach of the contract results thereby, the buyer may declare the contract avoided and claim damages in accordance with articles 84 to 87. If the buyer does not declare the contract avoided or if there is no fundamental breach of the contract, the buyer shall have the right to claim damages in accordance with article 82.]

4. [The buyer shall lose his right to declare the contract avoided if he fails to act in accordance with paragraph 1 of this article within a reasonable time from the moment when he became aware or ought to have become aware of the right or claim of the third person in respect of the goods.]

Article 53

[The rights conferred on the buyer by article 52 exclude all other remedies based on the fact that the seller has failed to perform his obligation to transfer the property in the goods or that the goods are subject to a right or claim of a third person.]

Article 54

1. [If seller is bound to dispatch the goods to the buyer, he shall make, in the usual way and on the terms normally used for the transport of goods of the contract description, such contracts as are necessary for the carriage of the goods to the place fixed.]

2. [If the seller is not bound by the contract to effect insurance in respect of the carriage of the goods, he shall provide the buyer, at his request, with all information necessary to enable him to effect such insurance.]

Article 55

1. [If the seller fails to perform any obligation other than those referred to in articles 20 to 53, the buyer may:]

(a) Where such failure amounts to a fundamental breach of the contract, declare the contract avoided, provided that he does so promptly, and claim damages in accordance with articles 84 to 87, or

(b) In any other case, claim damages in accordance with article 82.]

2. [The buyer may also require performance by the seller of his obligation unless the contract is avoided.]

6. List of relevant documents not reproduced in the present volume

<i>Title or description</i>	<i>Document reference</i>
Articles 18 and 19 of ULIS: Comments and proposals of the representative of Hungary	A/CN.9/WG.2/WP.10/ Add.1—Annex I
Articles 18 and 19 of ULIS: Comments and proposals of the representative of the United Kingdom	A/CN.9/WG.2/WP.10/ Add.1—Annex II
Articles 20 to 23 of ULIS: Comments and proposals of the representative of the United States	A/CN.9/WG.2/WP.10/ Add.1—Annex III
Articles 24 to 32 of ULIS: Comments and proposals of the representative of Japan	A/CN.9/WG.2/WP.10/ Add.1—Annex IV
Articles 33 to 37 of ULIS: Comments and proposals of the representative of the USSR	A/CN.9/WG.2/WP.10/ Add.1—Annex V
Articles 33 to 37 of ULIS: Comments and proposals of the representative of the United Kingdom	A/CN.9/WG.2/WP.10/ Add.1—Annex VI
Articles 38 to 40 of ULIS: Comments and proposals of the representative of Austria	A/CN.9/WG.2/WP.10/ Add.1—Annex VII
Articles 38 to 40 of ULIS: Comments of the representative of the United States on the proposals of Austria	A/CN.9/WG.2/WP.10/ Add.1—Annex VIII
Articles 38 to 40 of ULIS: Response by the representative of Austria to the comments of the representative of the United States	A/CN.9/WG.2/WP.10/ Add.1—Annex IX
Articles 38 to 40 of ULIS: Comments and proposals of the representative of Kenya	A/CN.9/WG.2/WP.10/ Add.1—Annex X
Articles 41 to 49 of ULIS: Comments and proposals of the representative of France	A/CN.9/WG.2/WP.10/ Add.1—Annex XI
Articles 50 and 51 of ULIS: Comments and proposals of the representative of India	A/CN.9/WG.2/WP.10/ Add.1—Annex XII
Articles 52 and 53 of ULIS: Comments and proposals of the representative of the United Kingdom	A/CN.9/WG.2/WP.10/ Add.1—Annex XIII
Articles 52 and 53 of ULIS: Comments and proposals of the representative of Mexico	A/CN.9/WG.2/WP.10/ Add.1—Annex XIV
Articles 52 and 53 of ULIS: Comments and proposals of the representative of the USSR	A/CN.9/WG.2/WP.10/ Add.1—Annex XV
Articles 54 and 55 of ULIS: Comments and proposals of the representative of India	A/CN.9/WG.2/WP.10/ Add.1—Annex XVI
Comprehensive study of Articles 18 to 49, 65 and 97 of ULIS: Comments and proposals of the representative of Mexico	A/CN.9/WG.2/WP.10/ Add.1—Annex XVII