



General Assembly

Distr.: General
3 June 2011

Original: English

United Nations Commission on International Trade Law

CASE LAW ON UNCITRAL TEXTS (CLOUT)

Corrigendum

1. **Case 1050, p. 3, para. 4**

For the existing text *substitute*

The Commercial Court of Podgorica rejected the plaintiff's claim.

2. **Case 1052, p. 5, para. 2**

For the existing text *substitute*

Nelson Servizi S.r.l., a company having its place of business in Italy (the seller), entered into a contract for the sale of a plastic moulding machine with Empresa RC Comercial, a company having its place of business in Cuba (the buyer). The machine was delivered to the buyer, accepted by the buyer and subsequently resold to a final client. The contract was concluded in January 2004 and provided for payment of the machine in instalments. The buyer made payments through at least December 2006 but then failed to complete payment. The seller sued in March 2007 for the remainder of the contract price. The courts in the first and second instance declared the request of the seller time-barred on the basis of the one-year prescription term set in article 116(d) of the Civil Code of Cuba.

3. **Case 1053, p.6, para. 4**

For the existing text *substitute*

The Commercial Court of Podgorica rejected the defence of the buyer that the parties had not agreed on the price of the goods because the defendant did not provide any evidence of his claims despite having the burden of proof pursuant to article 219, paragraph 3 of the Law on Civil Procedure of Montenegro ("Official Gazette of the Republic of Montenegro", no. 22/04 – "ZPP"). Rather, the Court found that the goods had been delivered and that the defendant had paid most of their price (for a total of \$18,508.94); moreover, it found that the buyer had not



provided any evidence of complaints to the plaintiff regarding type, quantity or price of goods.

4. **Case 1056, p.10, para. 4**

For the existing text *substitute*

The plaintiff/seller contested that the goods were defective and brought suit in the Hajdú-Bihar County Court ("County Court"), requesting that the defendant/buyer pay the purchase price plus interest. The defendant/buyer acknowledged that it had failed to pay the purchase price, but it requested a reduction of the price because of defects and submitted a warranty claim. Subsequently, the defendant/buyer modified its claim, alleging that 70 per cent of the goods were defective and upholding its request for a price reduction. Later, the defendant/buyer alleged that the entire delivery was defective. The defendant/buyer did not provide a reasonable explanation as to why it had modified its argument regarding quantity of the defective goods, or why it had not had the goods examined immediately when the defects were discovered.
