

UN Convention on Contracts for the International Sale of Goods (CISG)

Bearbeitet von

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A Commentary

edited by

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Foreword

This is the second edition of this commentary. In the first edition we stated that there is hardly any need to provide a justification for a new commentary on such an important topic as the United Nations Convention on Contracts for the International Sales of Goods (“Vienna Convention” or “CISG”). The Convention was signed in 1980, currently has 89 Contracting States and is potentially applicable to up to two thirds of international trade in goods; sales contracts are a daily occurrence and the fundamental agreement in international commerce.

There are many good publications on the topic, predominately in continental Europe or the United States, but we do hope that this commentary offers some new dimensions. First, this commentary aims to be an international approach to the CISG: it brings together 22 authors from sixteen countries in four continents with a wide range of profound academic and practical expertise. They include some very well established names in the field and few very promising newcomers. Second, the coverage is consistent in addressing the general principles and drafting history of each article before providing a detailed commentary and discussion of comparable rules in other instruments, namely the UNIDROIT Principles of International Commercial Contracts (“PICC”), and various regional instruments such as the Principles of European Contract Law (“PECL”), as well as Incoterms where necessary. Finally, this commentary highlights all the main commercial law aspects of international sales as well as covering civil law dimensions. Private international law and “procedural” aspects, such as burden of proof, are also consistently addressed. While we reflect on the doctrinal discussion on the CISG, we have made every effort to also be practical and give due regard to case law with the hope to make this a book useful for both academics and practitioners.

We have considered all reviews of the first edition and various comments and recommendations we have received formally and informally. We hope that the second edition not only receives the same positive response as the first one, but also proves to be an improvement rather than a mere update. Not only the text but also the indices have been thoroughly updated.

The three editors got to know each other and became friends through the Willem C Vis International Commercial Arbitration Moot. It has been a great experience to work with one another and solidify a long-standing academic friendship. The editors have a strong interest in international sales ignited and supported by a number of mentors and friends; these include Professor Eric Bergsten, Professor Norbert Horn, Professor Rafael Illescas, the late Professor Albert Kritzer and the late Professor Oskar Hartwig. Warm thanks and appreciation are due to them for the enthusiastic and professional way in which they inspired us to work in this area of international commercial law.

Thanks are also due to all contributors for their submissions and embracing the project with great motivation, drive and the necessary regard to the international application of the CISG and the need to promote uniformity in the application of the Convention. They have all worked to keep the project alive and bring it to fruition. Friendships were enhanced and strengthened through this project. Deadlines are not easy to keep in such large-scale projects but the gestation of the book remained within set targets and every effort was made to state the law as of October 2017.

We also want to extend our thanks to our publisher and in particular, Dr Wilhelm Warth who worked with us on the first edition and Thomas Klich who supported us in

Foreword

the second edition who patiently encouraged us through deadlines and spared no effort to ensure the quality of editing and publishing one would expect from Beck.

The editing co-ordination and the lion share of language and consistency editing fell on Dr Metka Potocnik, at the School of International Arbitration Queen Mary University of London. We thank her for the dedication, commitment and contribution to this publication.

We hope you find this commentary useful and we are happy to receive any feedback. A book is almost never perfect, even in its second edition, so any suggestions for improvement in future editions are welcome and may be sent to any of three editors or to the following email address: Thomas.Klich@beck.de.

Stefan Kröll, Loukas Mistelis, Pilar Perales Viscasillas
Cologne, London and Madrid
February 2018

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