

readings to questions expressly regulated in the ULIS. Article 17 of the ULIS states that "questions not expressly regulated by the Uniform Law shall be settled in conformity with the general principles on which the Uniform Law is based". The supposedly existing "general principles" which have nowhere been clarified on which the ULIS is based would be subject to different interpretations by different courts. On their search for such "general principles" different courts of different legal systems would develop them differently. In the end, the rules of private international law would still have to be resorted to. Such rules, in any event, must be available when application of the ULIS is not limited to the cases where both parties are in a ratifying State, unless ULIS includes the principle of *lex fori* to regulate such issues.⁴⁴

In defence of the ULIS approach to the conflict problem, it is asserted that the special quality of unified substantive rules justifies larger international application of such rules than would be given to rules of a single country. It is felt that Article 3 of the ULIS—tacit exclusion—will take care of possible application by a court of a contracting country of the ULIS to an international contract without relation to the legal system of the forum (when jurisdiction was obtained because of presence of assets or of the nationality of one of the parties).

The territorial reservation of Article III of the Convention, if used, might lead to a situation where the courts would apply the ULIS to contracts between parties in member States, and apply the old conflict rules to all other contracts. It is felt that this double system might produce undue complications.⁴⁵

44. K. H. Nadelmann in *AJCL* Vol. XIV (1965) P. 236. *op. cit.*

45. Zweigert and Kötz, "Einheitliches Kaufgesetz und Internationales Privatrecht" in 29 *Rechts Zeitschrift* (1965), P. 146.

Kollewijn, "Les Conventions Relatives 'A La Loi Uniforme Sur La Vente Internationale Le Droit Internationale Prive'" in 12 *Nederlands Tijdschrift Voor International Recht* (1965), 217.

Another effect that Article 2 of the ULIS might have is that States who have acceded to the 1955 ULIS will find themselves obliged to make the reservation in Article IV of the Convention. If reservations, either under Article III or IV of the Convention, are made, it is felt⁴⁶ that some complicated and dubious questions of law conflicts would arise, questions the extent of which cannot at present be fully estimated, but which will emerge because of the system established by the ULIS. The direction on choice of law that ULIS gives to the courts of a contracting State is inconsistent with the rules of 1955 ULIS.

(vii) Exclusion of ULIS by contract

The application of the ULIS has not been made compulsory and the parties are, under Article 3 of the ULIS, free to exclude its application either entirely or partially, expressly or by implication.⁴⁷

Article 3 of the ULIS,⁴⁸ therefore, appears to give the parties to a contract complete freedom to exclude the application of the ULIS even where both parties are nationals of States which have adhered to the Convention. This was inconsistent with the very purpose of the Convention which sought to establish rules governing international sale of goods and might destroy the uniformity sought by the Convention. The facultative or optional character of the ULIS was based on the *jus privatum*, principle of autonomy of will.⁴⁹ A legal vacuum and uncertainty might be created as it might be difficult for the parties to a contract to know exactly what law would apply to the contract itself. Mere silence might automatically preclude the application of the ULIS. The principle may be used in such a way that the parties do not

46. Norway, UNCITRAL UN. Doc. A/CN. 9/11, P. 22.

47. Article 3 of the ULIS.

48. Read with Article V of the Convention.

49. It was featured in the Rome Drafts of 1939 and 1959.

know what their position is under the contract. The word "implied" opened the way to uncertainties and litigation.⁵⁰

With minor exceptions an international contract of sale is to be governed by no law except the 101 Articles of the ULIS plus the terms of the contract itself. However, the provision that the application of the ULIS may be excluded by contract has the effect of enabling the parties to write their own conflict rules, or choose an applicable law or exclude particular provisions of the ULIS. Unless it is done expressly, it will be difficult to ascertain the intention of the parties, the generality of the provisions of the ULIS making it almost impossible to know whether contractual clause that contradicts an article of the ULIS in some particular respect is meant to exclude the article entirely or only to make a single exception to it. As a practical matter it may be difficult to exclude the ULIS, particularly if it is more beneficial to one party. As it is in practice, it is very often difficult for the parties to international sales contract to agree on an applicable law, or make a departure from a standard legal norm and factors like national pride against acceptance of a foreign law, and the haste of principals not anticipating difficulties against their lawyers' advice to sign the contract which may give rise to further difficulties. The ULIS establishes the non-mandatory nature of the ULIS and Article 3 permits the parties to exclude its application to their contract with the possible result that the will of the stronger party to the contract will prevail. Accordingly, it would be simple for the party whose position makes it possible for him to designate another law as the governing law to defeat the application of the ULIS.

The advantage of the ULIS as the governing law of the contract, if Article 3 of the ULIS is not resorted to, will be

50. Japan and Observer of The Hague Conference on Private International Law, UNCITRAL U. N. Doc. A/CN. 9/L. 16. Add. 5, P. 110.

felt by a contracting party whose position is not such as to enable him to designate another law as the governing law. This would arise in cases where such party is likely to be a plaintiff and not the defendant and the action is likely to be brought in a foreign court, thus avoiding the some time formidable problem of proving another law in that forum.⁵¹ The designation of the ULIS as a standard governing law will circumvent the problem of different contracts calling for different laws.

The application of a standard uniform law would thus obviate the necessity of and referring to a foreign law with its practical difficulties of familiarising with it resulting in saving of time in negotiating contracts and the legal expenses involved.

The provisions of Article 3 of the ULIS are contradictory also in the fact that it enables the party to partially apply the ULIS, thereby splitting of the Statute, as well as to silently select the ULIS.

It was suggested⁵² that Article V of the Convention and Article 3 of the ULIS should be replaced by the text of Article 6 of the 1963 Draft which prescribed that where the parties exclude the application of the ULIS, they must indicate the municipal law to be applied to their contract.⁵³

51. H. J. DAW. "Some comments from the Practitioners Point of View" in XIV *AJCL* (1965) P. 242.

52. Spain, Argentina, UAR, UNCITRAL U. N. Doc. A/CN. 9/L. 16 Add. 5, P. 7.

53. Text of Article 6 of the 1963 draft is as follows: "The parties may entirely exclude the application of this law provided that they indicate the municipal law to be applied to their contract. Such indication must be an express term of the contract or arise by necessary implication from its provisions.

The parties may derogate in part from the provisions of this law provided that they agree on alternative provisions either by expressly setting them out or by stating exactly as to what specific rules other than those of this law they intend to refer".

(viii) Commercial usages and practices

The ULIS is limited in its application by the commercial usages and practices applied to the contract expressly or impliedly or which reasonable persons usually consider to be applicable to the contract, which shall prevail over the ULIS. Such commercial usages and practices are to be interpreted according to the meaning usually given to them in the trade concerned.⁵⁴

This is an acknowledgement of the continuing value and importance of commercial custom as a source of commercial law, from the outset and during its development, and of the great influence in this connection of prevailing commercial practices, standard contracts, forms of contract and commercial terms.⁵⁵ The so-called interpretative usages are also accepted and are considered to prevail over the ULIS, unless otherwise agreed by the parties to a contract.

Though usages are very important in international trade in certain commodities, that concept was less precise than legal rules and could give rise to uncertainties.⁵⁶ Different usages might be developed in the same country for the same goods. Further, the application of usage might benefit the stronger and older-established party who would be likely to be more familiar with the complicated questions involved. It may result in the imposition of unfair usages or inequitable practices.⁵⁷ Moreover, even usages unknown to the parties would prevail over the ULIS.

The word "usage" was to be found not only in Article 9 but also in Articles 8, 25, 42 and 61 of the ULIS and was very abstract and ambiguous being nowhere defined.

54. Article 9 of the ULIS.

55. ECE General Conditions of Sale ; CMEA. General Conditions of Goods Delivery-Incoterms etc.

56. Czechoslovakia-UNCITRAL U. N. Doc. A/CN. 9/L. 16/Add. 5. P. 17.

57. Mexico-UNCITRAL U. N. Doc. A/CN. 9/L. 16/Add. 1. P. 19.

The interpretation and application of usage would consequently give rise to considerable difficulties. It was not clear⁵⁸ whether the usage meant was the usage of the world or in a particular region or in a particular country. To complicate matters further, Article 8 of the ULIS expressly states that the ULIS was not concerned with any disputes which may arise concerning the validity of any usage. It might be desirable to define "usage" more precisely.⁵⁹

(ix) Terms used in the ULIS

The ULIS in its practical application raises questions which are not very answerable in all cases. It contains various terms and phrases which are vague and uncertain and which have not been clearly defined. Some of these terms like "fundamental breach", "promptly", "within a reasonable time", etc., occur in more than one place in the ULIS. What in a given case could be termed as a "fundamental breach"? Would a delay to permit the seller to deliver replacement goods cause the buyer either "unreasonable inconvenience" or "unreasonable expense"? What would be "unreasonable length" of additional time? Neither is Article 17 of much assistance in providing the answers to these questions, because it brings us back to the important question. What are the "general principles" on which the ULIS is based⁶⁰? It seems doubtful whether it will be permissible to rely also on other principles in cases where adequate guidance is not provided by the "general principles" on which the ULIS "is based".⁶¹ Though in international trade there has

58. Japan, *Ibid.* P. 18.

59. Section 1-205 (2) of the U. S. A. Uniform Commercial Code defines "usage".

60. Article 17-Questions concerning matters governed by the present law which are not expressly settled therein shall be settled in conformity with the general principles on which the present law is based.

61. Norway, UNCITRAL, U. N. Doc. A/CN. 9/11, P. 24.

Delivery presupposes a bilateral act which consists of the seller's supplying the goods and the buyer's accepting them and the seller by his action alone cannot effect delivery unless he has the cooperation of the buyer and as such could not be included in the obligation of the seller only.⁶⁷ However, it should be made clear in the ULIS that the seller is required to take whatever action was necessary to make sure that the goods were placed at the disposal of the buyer.⁶⁸ Moreover the term "handing over" was vague and the definition of delivery an over-simplification.⁶⁹

It is felt⁷⁰ that the concept of delivery, more in accordance with the Anglo-Saxon concept than civil law concept, was not clearly defined in Article 19 and should be so worded as to include in delivery all acts which the seller was obliged to perform for the goods to be handed over to the buyer. On the other hand, the view was expressed,⁷¹ that the French definition in Article 19 (1) was clear and could only mean placing the goods at the buyer's disposal and the form of delivery would have to be in accordance with the terms of the contract. However, the concept of delivery could be defined more precisely⁷² and delivery made as to be a result of the joint action of seller and the buyer and would be effected as transfer of possession. Where the buyer fails to take delivery of the goods in accordance with the contract, such failure could amount to a fundamental breach of the

67. Spain, UNCITRAL, UN Doc. A/CN. 9/17, p. 24.

68. UAR, UNCITRAL, UN Doc. A/CN. 9/L. 16/Add. 5, p. 23.

69. Mexico, UNCITRAL, UN Doc. A/CN. 9/17, p. 25.

70. UNCITRAL, UN Doc. A/CN. 9/L. 16/Add. 5, pp. 23-24 (Tunisia)

71. Under German law of sale, the seller is released from his liability to deliver the goods in all those cases where the impossibility of delivering the goods is not due to any fault on his part. On the other hand, the common law rule is that a man is strictly bound by his contract.

72. U. K., UNCITRAL, p. 24, *op. cit.*

contract and the seller has the right to declare the contract avoided and claim damages⁷³ in accordance with the provisions of the ULIS.⁷⁴

Under the provisions of the ULIS, the handing over of goods to the carrier (Article 19 (2) ULIS) would not in effect bring about delivery as transfer of possession to the buyer, firstly, because the carrier does not accept the goods on behalf of the buyer, and secondly, because when the goods have already been despatched, the seller is granted the right, in certain circumstances, to prevent the delivery of the goods to the buyer (Article 73 (2) of the ULIS).⁷⁵ If the seller had already despatched the goods before the difficult economic situation of the buyer under Article 73 (2) had become apparent, it was not possible for the seller to suspend the performance of his obligations if under Article 19 (2) he had already effected delivery by handing the goods to the carrier.

In the case of goods not clearly appropriated to the performance of the contract, it was not clear⁷⁶ what kind of documents the seller was supposed to send. There are some divergences between Article 19 (2) and certain international transport conceptions⁷⁷ and conventions, e. g. the General Convention of 1956 on the Contract for the International Carriage of Goods by Road, etc. concerning the seller's right of disposal during transit.⁷⁸ If the seller was to exercise his right under these conventions, he would be committing a breach of contract. The contradiction between the terms can, in practice, only produce unpleasant consequences.

73. See Articles 65 to 68 of the ULIS.

74. Articles 82, and 84 to 87 of the ULIS.

75. Spain, UNCITRAL, UN Doc. A/CN. 9/11/Add. 1., p. 31.

76. Japan, UNCITRAL, UN Doc. A/CN. 9/L. 16/Add. 5.

77. Tunisia, UNCITRAL, UN Doc. A/CN. 9/L. 16/Add. 5.

78. Austria, UNCITRAL, UN Doc. A/CN. 9/17, p. 25.

Furthermore, the wording of Article 19 (2) could raise difficulties as it was not clear whether the expression "handing over the goods to the carrier" applied to the first carrier or to the sea carrier.⁷⁹

Delivery according to the terms of the contract as regards place, date, quality and quantity is under the ULIS⁸⁰ important to the performance of the contract. The ULIS distinguishes between cases where the failure to deliver at the time stated in the contract constitutes a fundamental breach of the contract and other contract where it does not. Failure to give delivery according to the terms of the contract entitles the buyer to declare the contract avoided or require the performance of the contract by the seller.⁸¹ The buyer may also claim damages as provided in Article 82⁸² or in Articles 84 to 87 of the ULIS.⁸³

The general rule as regards expenses of delivery under the ULIS⁸⁴ is that expenses of delivery shall be borne by the seller and those after delivery by the buyer.

The ULIS recognises the practice of responsible preservation and regulates⁸⁵ the obligation of the parties to preserve the goods in case of delay in taking delivery and in handing over. In this sphere, the preserver of the goods has

79. The observer of the International Chamber of Commerce-UNCITRAL UN Doc. A/CN. 9/L. 10/Add. 5, p. 24.

80. Articles 20 to 33. of the ULIS.

81. Article 24 of the ULIS.

82. Damages where contract is not avoided.

83. Damages where contract is avoided. "See "Avoidance of Contract". Under English law, date of delivery is "of essence of the contract" where stipulated in a contract of sale. Under the principles of German law, the seller is in default as regards date of delivery only if the buyer has previously sent a serious request for performance of the contract.

84. Article 90 of the ULIS.

85. Articles 91-95 of the ULIS.

the right of retention until he is reimbursed of the expenses thereby incurred.

Article 26 of the ULIS lays down rules concerning claims of performance or avoidance of the contract, when there is delay of delivery but does not provide rules concerning claims for damages. This⁸⁶ has been considered a lacuna in the ULIS. Further, the opinion is that the buyer should be under an obligation to notify also if he intends to claim damages on account of delay or when the goods have been delivered at a wrong place though only after delivery has taken place.

(xii) Performance

The ULIS regards as performance only the delivery of goods which conforms with the contract.⁸⁷ Late delivery is thus performance, but deficient or faulty performance is not. The regulation of the breach of contract and of passing of risk is fully in conformity with this basic provision.

If performance takes place through handing over the goods to a carrier, the seller may have despatched or delivery postponed until he receives payment, except if the buyer is not bound to pay before examining the goods.⁸⁸

(xiii) Conformity of goods

The goods delivered must "conform with the contract". Conformity of goods, therefore, is an element of delivery under the ULIS. The expectations of the parties about the quality of the goods are real and central to the transaction. The provisions of the Uniform Law dealing with conformity of the goods are more consistent with the Anglo-Saxon principles, and are reasonably clear. It provides a workable structure. The concept of 'conformity' covers not only

86. Norway, UNCITRAL, UN Doc. A/CN. 9/17, p. 25.

87. Article 19(1) of the ULIS.

88. Article 72 of the ULIS.

place, date, hour, terms, qualities, quantities and the like but also provides protection against hidden defects. This in turn leads to the question of degree: does the lack of conformity amount to fundamental breach of the contract or not? The remedies provided depend on the answer to this question.⁸⁹

Under Article 33 which enumerates lack of conformity, the seller has a general obligation to supply goods which "possess the qualities and characteristics expressly or impliedly contemplated by the contract." Furthermore, according to the more specific provisions of the said Article the goods must:

- (1) "possess the qualities necessary for their ordinary and commercial use";
- (2) "possess the qualities for some particular purpose expressly or impliedly contemplated by the contract";
- (3) have "the qualities of sample or model", if there has been one.

The aim was basically to distinguish between sales of definite and specific goods (*species*) and sale of unascertained goods (*genus in obligatione deductum*) and to show how specification of the goods could take place.

The ULIS contains no restriction on disclaims of warranties by the seller but provides instead that the parties are free partially to exclude its application. The buyer who feels that his rights have not been respected has only a warranty against the cases of lack of conformity enumerated in Article 33 and no other warranty against real or alleged lack of conformity.⁹⁰

Against the possibility of minor defects being claimed,

89. L.A. Ellwood: "The Hague Uniform Laws governing the International Sale of Goods", *"Some Comparative Aspects of the Law Relating to Sale of Goods"*, (ICLQ Supp. Pubn. No. 9, 1964).

90. Mexico, UNCITRAL, UN Doc. A/CN. 9/11/Add. 1, p. 21.

Article 33 provides that no defect "shall be taken into consideration where it is not material." But doubts can arise as to what should be regarded as "not material" and the scope of this expression might be reasonably broadened to the detriment of the buyer's right⁹¹ under the provision of Article 9. Usages might also operate, in some situations, to excuse minor defects of goods, in particular, the obligation as to fitness for a contemplated purpose and the obligation as to merchantable quality are more broad-based.⁹²

A merit⁹³ of the ULIS is that by introducing the notion of "conformity of the goods", it has created a special category for the delivery of deficient, different and faulty goods, giving a specific list of the cases.⁹⁴ In case of such performance, the seller shall not have fulfilled his obligation to deliver the goods. Certain rights which can be enforced against him, aim to obtain performance and are wholly independent of the consideration of the conduct of the party in breach. The notion of conformity, though positive, has been worked out negatively by the statement in Article 33 of six criteria of lack of conformity. These criteria are different from, and probably narrower, than the English sale.

Under Article 35 of the ULIS, conformity of goods has been linked with the transfer of risk in the goods. Conformity of the goods is to be determined by their condition at the time when risk passes or would have passed. If the seller or a person for whose conduct he is responsible does any act after the risk has passed or would have passed, the seller is liable for the consequences if the lack of conformity is due to such an

91. Japan, UNCITRAL, UN Doc. A/7618, Supp. 18.

92. L.A. Ellwood: "The Hague Convention on the Uniform Law governing International Sale of Goods" in *"Some Comparative Aspects of the Law Relating to Sale of Goods"*, 38, (ICLQ Supp. 9, 1964).

93. Hungary, UNCITRAL, UN Doc. A/CN. 9/11 Add. 3, p. 17.

94. Article 33 of the ULIS.

act. The article does not deal with the question of the seller's responsibility with regard to goods covered by a guarantee (e.g. in cases of purchase of plants, machinery, etc.). However, knowledge of the buyer or the seller regarding the lack of conformity of the goods according to the provisions of the ULIS has the effect of the nullifying the consequences of lack of conformity.

Article 39 of the ULIS lays down strict rules for the making of notifications applicable to all remedies as regards lack of conformity. It is felt⁹⁵ that the buyer should be under an obligation to notify also if he intends to claim damages on account of delay or when the goods have been delivered at a wrong place, though only after delivery has taken place.

Where the goods do not conform with the contract, the buyer under Article 42 of the ULIS may require the seller to perform the contract if the sale relates to goods to be produced or manufactured by the seller, by remedying defects in the goods, provided the seller is in a position to remedy the defects. If the sale relates to unascertained goods, the buyer may also claim performance by delivering other goods which are in conformity with the contract. The buyer seems to have the right to claim new delivery irrespective of the question whether the defect (lack of conformity) is of an essential nature (i.e. amounts to a fundamental breach of the contract).⁹⁶ Furthermore, the right to claim repairs, ought to be made subject to the condition that it does not cause the seller unreasonable inconvenience or unreasonable expense; and the right to make claims should be subject to the condition that they are presented within a reasonable time after the buyer's notification in accordance with Article 39 of the ULIS.⁹⁷

95. Norway, UNCITRAL, UN Doc. A/CN. 9/11, p. 24.

96. Norway, UNCITRAL, UN Doc. A/CN. 9/11, p. 25.

97. Norway, *Ibid.*

Remedies of the buyer based on lack of conformity⁹⁸ exclude any other legal action.⁹⁹ In other words, the contents of the contract will be determined and the service rendered will be ascertained by way of interpretation; a party cannot claim that he has construed the contract differently from the court.

The remedies for lack of conformity provided to the buyer under the ULIS are¹⁰⁰ that the buyer, where he has given due notice to the seller of the failure of the goods to conform with the contract, may¹⁰¹ require performance of the contract by the seller; declare the contract avoided; and reduce the price. He may also claim damages as provided in Articles 82 and 83¹⁰² or in Articles 84 to 87.¹⁰³

(xiv) Inspection

Article 38 of the ULIS places upon the buyer the duty to examine the goods "promptly", in the case of carriage of goods, "at the place of destination." An exception to this general rule is that if the goods are re-despatched by the buyer "without transshipment", examination by the buyer may be deferred until the goods arrive at the new destination. The methods of examination are governed either by agreement of the parties, or, in the absence of which, by the law or usage of the place where the examination is to be effected.¹⁰⁴

98. Articles 41 to 49 ULIS.

99. Article 34 of the ULIS: "In cases to which Article 33 relates, the rights conferred on the buyer by the present law exclude all other remedies based on lack of conformity of the goods."

100. Article 41 of the ULIS; See Article 24 for remedies for non-delivery.

101. As provided in Articles 42 to 46.

102. Damages where the contract is not avoided.

103. Damages where the contract is avoided. See "Avoidance of Contract."

104. 1955 ULIS, Article 4 provided for the law of the place of inspection.

In the case of transshipment, it is felt¹⁰⁵ that difficulties may arise where the goods are shipped in containers. Furthermore, the word "promptly" could create difficulties, doubts and uncertainties especially when read in conjunction with the position to the effect that goods should be examined by the buyer "at the place of destination—e.g. where the buyer was a trading company which was the middleman between the manufacturer or where the buyer was one of the middlemen in a chain of contracts. The same might be true in the case of such buyers concerning the requirement of "without transshipment" if the goods were to be put on rail or automobile from ship.¹⁰⁶

(xv) Time Limits

The ULIS does not provide for any time limits, except any defect immediately after its discovery but within a period of two years from the date of delivery at the latest, shall be notified to the seller, and action shall be brought within a period of one year from the date of notification.¹⁰⁷ The expiration of these periods entails loss of right. However, it does not clearly ensure from the wording whether the period of limitation of one year provided could only be interrupted by legal action. It is felt¹⁰⁸ that these provisions are over-stringent and the period too short. Enough time is not provided for the parties to negotiate. The ULIS forces the buyer to institute legal proceedings as soon as within one year in order that he may retain the rights which have been granted to him by the law. The fact that the preparations for legal actions in the courts of a foreign State may be rather time-consuming has not apparently been taken into

105. Norway, UNCITRAL, UN Doc. A/CN. 9/11 p. 24.

106. Japan UNCITRAL, UN, Doc. A/CN. 9/L. 16/Add. 5, p. 27.

107. Articles 39 and 49 of the ULIS.

108. Hungary, UNCITRAL, U.N. Doc. A/CN. 9/11/Add. 3.
Norway, UNCITRAL, UN Doc. A/CN. 9/11.

consideration.¹⁰⁹ It is suggested¹¹⁰ that either period is prolonged or the condition that legal proceedings have to be instituted in this connection may be left out and the enjoyment of the buyer's right be made dependent on the condition that he has given notification of his claim within the prescribed time limit, in which case the period of one year might be maintained.

(xvi) Handing over of documents

Articles 51 and 52 of the ULIS provide for the handing over of documents, but deal only partially with a practice which is not regulated by the ULIS. Conditions of commercial sale (Sale F.O.B., Sale C.I.F. etc. etc.) have not been included in the ULIS.

(xvii) Trade Terms

The ULIS contains no provision which expressed specific international terms of trade, such as F.O.B., C.I.F. etc. although the general provisions of Article 9 on trade usage would permit the parties to show "the meaning usually given to them in the trade concerned" as does the American Uniform Commercial Code and other common law countries. But it appears that most continental laws do not define these trade terms.

A contract drafted under the ULIS cannot safely include trade terms without incorporating some set of definitions such as the *Incoterms* of the International Chamber of Commerce etc. The position under the ULIS is not clear especially in a case under Article 19 where no place for delivery has been agreed upon, at what point are goods to be handed over "to the carrier for transmission to the buyer."

(xviii) Price and Payment

Article 57 of the ULIS provides that where a contract

109. Norway, U.N. Doc. A/CN. 9/11.

110. *Ibid.*