

EM STRASBOURG: IMPORT – EXPORT

PRACTICAL CASES

CISG : art. 1 – 6

1. A Chinese company ordered a vessel from a German company that shall be delivery in the port of Hamburg (Germany). Is CISG applicable to the contract?
2. A French supermarket is selling products to a consumer domiciled in Germany. Is CISG applicable to the contract?
3. A company established in the USA is selling products to a Mexican company. The contract does not contain any clause of choice of the law. Is CISG applicable to the contract?
4. A Portuguese company purchases products from a French company. Is CISG applicable to the contract?
5. A German company (manufacturer) and a French company (distributor) conclude an international contract of distribution specifying that the French distributor shall promote and sale the products to French B2B customers.
 - a) The distribution contract does not contain any clause of choice of the applicable law. Is CISG applicable to the distribution contract?
 - b) In order to execute the distribution contract several individual contracts of sale of goods are concluded between the German company (Seller) and the French company (Purchaser). These contracts of sales of goods contain a clause choosing German law as applicable law (*"This contract is governed by German Law"*). Is CISG applicable to the contract?
6. A German Seller makes an offer to a French Purchaser and refers in the offer to its own General Terms and Conditions (GTC) of sale which contain a contractual clause choosing German law with the exclusion of CISG (*"The whole business relationship is governed by German law with the exclusion of CISG"*). The French Purchaser accepts the offer making reference to its own GTC which contain a contractual clause choosing French law (*"The whole business relationship is governed by French Law"*). Is CISG applicable to the contract?

7. A British Seller makes an offer to a French Purchaser and refers in the offer to its own General Terms and Conditions (GTC) of sale which contain a contractual clause choosing UK law. The French Purchaser accepts the offer but with the reference made to its own GTC of purchase which foresee the choice of French law. Is CISG applicable to the contract?
8. A Portuguese Seller and a German Purchaser conclude an international contract of sales of goods. The contract contains a clause choosing German law (*"This contract shall be governed by German law"*). Is CISG applicable to the contract?