

Transnational Business Law

Part E.1 : Multiple Choice Questions Import / Export

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Part E-1 : Import / Export

How many States are Contracting States to the CISG?

- a) 15
- b) 45
- c) 97
- d) 248

What is/are the main purpose(s) of the CISG?

- a) To provide a uniform substantive regime for international sales of goods
- b) To unify international procedural law
- c) To regulate all aspects of international trade, including services
- d) To harmonize rules on contract formation and the rights and obligations of buyers and sellers in cross-border sales

When does the CISG apply *ratione personae* under Article 1?

- a) When the parties are established in different countries, regardless of whether these countries are Contracting States
- b) When the parties have their places of business in different Contracting States
- c) Only when the parties expressly choose CISG in their contract
- d) When the rules of private international law lead to the application of the law of a Contracting State

Which of the following matters is/are not ruled by CISG (art. 4)?

- a) Contract formation
- b) Obligations of buyer / seller
- c) Validity of contractual clauses
- d) Property transfer

Which of the following states is/are not a CISG Contracting State?

- a) France
- b) Germany
- c) United Kingdom
- d) Italy

To which types of contract does the CISG apply?

- a) To contracts for the sale of stocks, shares, investment securities, negotiable instruments or money
- b) To contracts mainly involving services or works (e.g. construction or engineering contracts)
- c) To contracts for the international sale of goods between parties whose places of business are in Contracting States
- d) To none of the above-mentioned types of contract

Under the CISG, which of the following statements is/are correct?

- a) Parties can only exclude some specific provisions of the CISG
- b) Parties cannot exclude any provisions of the CISG
- c) Parties can exclude the CISG partially or entirely
- d) The CISG only applies if both parties are opting for it.

Under the CISG, which statement about usages is/are correct?

- a) Usages are always binding on the contracting parties
- b) Usages of which the contracting parties knew or ought to have known and which are regularly observed by the parties to contracts of the type involved in the particular trade concerned
- c) Usages are never binding on the contracting parties
- d) None of the propositions above is correct

Under Article 18 CISG, when does an acceptance become effective?

- a) When the offeree mentally agrees
- b) When the indication of assent reaches the offeror within the fixed time
- c) When the offeree performs an act that indicates assent, such as dispatching goods or paying the price, according to the parties' established practices or according to an usage
- d) When the indication of assent reaches the offeror posterior to the fixed time

Under Article 19 CISG, how to define an acceptance ?

- a) A reply to an offer that does not contain additions, limitations, or other modifications
- b) A reply to an offer that contains additional or different terms which do not materially alter the offer, unless the offeror objects without undue delay
- c) A reply to an offer that contains different terms relating to the purchase price and the payment modalities
- d) A reply to an offer that makes reference to the offeree's GTC containing different terms relating to the settlement of disputes

Which of the following contract(s) is/are excluded under Art. 2 CISG?

- a) Sale of company's shares
- b) Sale of consumer products bought for personal use
- c) Sale of a motorboat
- d) Sale of a manufacturing machine

According to Art. 3(1) CISG, what are the conditions under which a contract for the supply of goods to be manufactured is considered a "sale »?

- a) When the buyer does not supply a substantial part of the materials necessary for the manufacture of the goods
- b) When the buyer supplies all the materials necessary for the manufacturing
- c) When the preponderant part of the obligations consists mainly in services rather than goods
- d) When the buyer provides the seller with technical plans, regardless of who supplies the materials

When a breach of contract committed by one of the parties is considered „*fundamental*“ under Art. 25 CISG?

- a) Any breach, regardless of its consequences
- b) When the breach of contract substantially deprives the other party of what it was entitled to expect under the contract
- c) In the case of lit. b) if a reasonable person would not have foreseen such a result
- d) A minor breach that does not affect the main purpose of the contract

What are the main advantages of CISG?

- a) Uniformity of the legal regime in all Contracting States
- b) Neutrality of the legal framework
- c) High degree of party autonomy
- d) Exhaustive coverage of all aspects of international sales of goods contracts

In which cases is there a lack of conformity of the goods under Article 35 CISG?

- a) The goods are not of the quantity, quality, or description required by the contract
- b) The goods are not fit for the purposes for which goods of the same description would ordinarily be used
- c) The goods are not fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract
- d) The goods do not possess the qualities which the seller has held out to the buyer as a sample or model

Under which circumstances does the buyer lose the right to rely on a lack of conformity of the goods?

- a) If the buyer does not give notice to the seller specifying the nature of the lack of conformity within a reasonable time after he has discovered it or ought to have discovered it
- b) If the buyer does not give notice to the seller specifying the nature of the lack of conformity within three months after he has discovered it
- c) If the buyer does not give notice to the seller at the latest within a period of two years from the date on which the goods were actually handed over to him
- d) If the buyer does not give notice to the seller specifying the nature of the lack of conformity within a period of one year

Is the CISG applicable to a sales of goods contract if the seller is established in France and the buyer is established in Germany?

- a) Yes, it is applicable
- b) No, it is not applicable
- c) It is applicable only if the parties expressly choose the CISG
- d) None of the above

Is the CISG applicable to a sales of goods contract if the seller is established in the UK and the buyer is established in Germany?

- a) Yes, it is applicable
- b) No, it is not applicable
- c) Exceptionally, it is also applicable if the parties choose the law of a Contracting State
- d) None of the above

Is the CISG applicable to a sales of goods contract if the seller is established in France and the buyer is established in the UK?

- a) Yes, it is applicable under Art. 1(1)(a)
- b) No, it is not applicable
- c) It is exceptionally not applicable if the parties choose UK law
- d) None of the above

In which situation(s) may the UNIDROIT Principles of International Commercial Contracts be applied?

- a) As applicable law, under article 3 of the Rome I Regulation, when the parties have chosen them as the applicable law
- b) As incorporated into the contract, when the parties have expressly referred to them in the contract
- c) By arbitrators when parties have not chosen any law to govern their contract
- d) By French judges even when the parties have made no reference to them

What are Incoterms?

- a) Non-binding trade terms published by the ICC that define the obligations of seller and buyer
- b) An international Convention on the sale of goods
- c) A national tax regulation for exports
- d) A mandatory law governing international contracts

Which issue(s) is/are not governed by Incoterms?

- a) Transfer of risk
- b) Allocation of transport costs
- c) Transfer of ownership
- d) Delivery obligations

How many Incoterms exist?

- a) 4
- b) 7
- c) 11
- d) 15

How many Incoterm(s) (2020) exist?

- a) 8
- b) 11
- c) 15
- d) 23

Does referring to “Incoterms” in general suffice, or must the parties choose a specific Incoterm rule?

- a) Referring to “Incoterms” in general is sufficient
- b) The parties must choose a specific Incoterm rule
- c) The ICC automatically applies a default Incoterm
- d) None of the above

How do Incoterms and the CISG interact?

- a) Incoterms replace the CISG entirely
- b) The CISG governs Incoterms interpretation directly
- c) Incoterms complement the CISG by clarifying delivery, cost, and risk issues
- d) Incoterms and the CISG cannot be used together

What are the UNIDROIT Principles of International Commercial Contracts?

- a) A section of the CISG
- b) Binding international treaty law
- c) Non-binding soft law principles providing a model for international contracts
- d) Mandatory rules for domestic contracts

What is party autonomy?

- a) A way to resolve a conflict of laws by allowing the parties to choose the law governing their contract
- b) The possibility opened for parties to opt out of a mandatory rule
- c) A method of dispute resolution in which an impartial third party helps the parties reach an amicable settlement
- d) A rule requiring the parties to follow the law of the seller's country

Which of the following statements best illustrates the practical effect of the principle of party autonomy in the context of international contract law?

- a) The parties can choose to exclude the CISG under Article 6
- b) Mandatory national rules may still apply, but the CISG is applicable if the parties expressly choose it (opting-in)
- c) Party autonomy makes the CISG mandatory
- d) Party autonomy prohibits the use of the Lex Mercatoria

How can the last-shot rule be avoided under the CISG?

- a) By the parties expressly excluding its application in their contract
- b) When, according to the practices established between the parties or international trade usages, the parties are deemed to have excluded it
- c) By automatically applying the offeror's general terms and conditions
- d) By choosing the law of a non-Contracting State

Which Incoterm(s) is/are the key ones commonly used in international sales?

- a) FCA, CPT, CIP, DPU
- b) FAS, CFR, DAT, CIP
- c) Only EXW and CIF
- d) EXW, FOB, CIF, DAP, DDP

Which Incoterm(s) is/are the most favourable for the buyer ?

- a) EXW
- b) FOB
- c) DDP
- d) CIF

Which Incoterm(s) is/are the most favourable for the seller?

- a) DAP
- b) CIF
- c) FOB
- d) EXW

What is/are the main purpose(s) of an Arbitration Clause(s) in an international contract?

- a) To require all disputes to be decided by State courts
- b) To define the applicable national law
- c) To submit disputes to private arbitration instead of State courts, allowing faster and more confidential proceedings
- d) To modify the parties' obligations under the contract

What do/does a non-compete clause provide?

- a) It allows one party to disclose trade secrets
- b) It prevents a party from competing with the other during or after the contract
- c) It replaces the hardship clause
- d) It obliges the parties to choose arbitration

What is/are the main characteristic(s) of the notion of *lex mercatoria* in international commercial law?

- a) Pacta sunt servanda
- b) Good faith in international trade
- c) Duty to mitigate damages
- d) The strongest party will win

How can the legal design of an international sales of goods contract be optimized?

- a) Choosing the CISG as the applicable legal regime for international sales of goods contracts
- b) Choosing Swiss law as the subsidiary applicable law because of its neutrality and high degree of party autonomy
- c) Choosing a hybrid clause combining arbitration and mediation
- d) Choosing French domestic law with an exclusion of the CISG and a jurisdiction clause in favour of French State courts

Which PIL issues arise in the context of sudden termination of a contractual relationship (442-1 French commercial code)?

- a) Contractual vs non-contractual qualification
- b) Qualification as an overriding mandatory provision (*loi de police*)
- c) Application of CISG
- d) Application of article 25 Brussels I

Under Article 7(1) of the Brussels I bis Regulation, which criterion determines the additional jurisdiction for a contract of sale of goods?

- a) The defendant's domicile
- b) The place where the goods are or should be delivered
- c) The place where the contract was concluded
- d) The seller's nationality

Under the Rome I Regulation, to the extent that the law applicable to the contract has not been chosen, which law governs the contract?

- a) A contract for the sale of goods shall be governed by the law of the country where the seller has his habitual residence
- b) A contract for the provision of services shall be governed by the law of the country where the service provider has his habitual residence
- c) A contract for the sale of goods shall be governed by the law of the country where the buyer has his habitual residence
- d) A contract for the provision of services shall be governed by the law of the country where the service client has his habitual residence

Regarding Article 3 of the Rome I Regulation, which statement(s) is/are correct?

- a) Parties may choose the law applicable to the contract
- b) Parties may never choose the governing law
- c) The choice of law is only possible if both parties are established in the same State.
- d) Where all other elements of the situation are located in a country other than the country whose law has been chosen, mandatory rules of that other country still apply

Under the Hague Convention (1955) on the international sale of goods, in the absence of a party choice, which law generally governs the sales contract?

- a) The law of the place of delivery of the goods
- b) The law of the country where the seller had his habitual residence at the time of receiving the order
- c) The law of the country where the buyer has his habitual residence or the establishment that placed the order, provided that the order was received there by the seller or by his representative
- d) The law of the defendant before the court seized

Which of the following statement(s) concerning distribution by a sales agent is/are correct?

- a) The sales agent is a contracting party of the final purchaser
- b) The sales agent takes title to the goods
- c) The sales agent is remunerated by commissions paid by the principal
- d) The sales agent is remunerated by the margin obtained from reselling the product

What is/are the main difference(s) between the Hague Convention 1955 and the Rome I Regulation regarding the applicable law to a contract for the sale of goods?

- a) In both cases, without any exceptions, the applicable law is the law of the country where the seller has his habitual residence
- b) In both cases, the applicable law is, as a principle rule, the law of the country where the seller has his habitual residence
- c) Under the Hague 1955 Convention, the applicable law can, in specific circumstances, also be the law of the country where the purchaser or a third party is established
- d) The principle of party autonomy (choice of applicable law) exists solely under the Rome I Regulation and not under the Hague Convention of 1955

In tort/delict matters (Art 4 Rome II), which general rule determines the applicable law?

- a) The law of the country where the event giving rise to the damage took place, but only as a subsidiary factor
- b) The law of the country of the defendant's domicile regardless of where the damage occurred
- c) The law of the country where the damage occurred (place of injury)
- d) The law of the country where the parties have their common habitual residence, even if such a situation does not exist in the case at hand

What is/are the difference(s) between mandatory rules under Article 3 Rome I Regulation and overriding mandatory provisions under Article 9?

- a) They are exactly the same thing
- b) Article 3 refers to mandatory provisions of the applicable law that cannot be derogated from by agreement, whereas Article 9 concerns overriding mandatory provisions (lois de police) that apply regardless of the law chosen
- c) Article 3 allows the parties to exclude all mandatory rules if they expressly agree
- d) Article 9 provisions apply only when the parties have chosen the law of a non-EU country

According to Article 12 Rome II Regulation, what is/are the rule(s) governing the law applicable to pre-contractual obligations arising out of dealings prior to the conclusion of a contract?

- a) Pre-contractual obligations are governed by the same law that would have applied to the contract *if it had been concluded*
- b) Pre-contractual obligations are always governed by the law of the place where the damage occurs
- c) Pre-contractual obligations are governed by the law chosen by the parties for their contract, even if the contract was never concluded
- d) If the applicable law cannot be determined under paragraph 1, the fallback solution is the law of the place where the damage occurs (or other connecting factors under paragraphs 2 and 3)

Under the Hague Convention of 1978, in the absence of a choice of law by the parties, which law applies by default?

- a) The law of the State where the agent has his business establishment at the time the agency relationship is formed
- b) The law of the principal's seat only
- c) The law of the State where the first commercial operation is performed
- d) The law of the forum seized

Merci pour votre attention!



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