

**No. 25567**

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**MULTILATERAL**

**United Nations Convention on contracts for the international sale of goods. Concluded at Vienna on 11 April 1980**

*Authentic texts: Arabic, Chinese, English, French, Russian and Spanish.  
Registered ex officio on 1 January 1988.*

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**MULTILATÉRAL**

**Convention des Nations Unies sur les contrats de vente internationale de marchandises. Conclue à Vienne le 11 avril 1980**

*Textes authentiques : arabe, chinois, anglais, français, russe et espagnol.  
Enregistrée d'office le 1<sup>er</sup> janvier 1988.*

## UNITED NATIONS CONVENTION<sup>1</sup> ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

The States Parties to this Convention,

Bearing in mind the broad objectives in the resolutions adopted by the sixth special session of the General Assembly of the United Nations on the establishment of a New International Economic Order,

Considering that the development of international trade on the basis of equality and mutual benefit is an important element in promoting friendly relations among States,

Being of the opinion that the adoption of uniform rules which govern contracts for the international sale of goods and take into account the different social, economic and legal systems would contribute to the removal of legal barriers in international trade and promote the development of international trade,

<sup>1</sup> Came into force on 1 January 1988, i.e., the first day of the month following the expiration of 12 months after the date of deposit with the Secretary-General of the United Nations of the tenth instrument of ratification, acceptance, approval or accession, in accordance with article 99 (1):

<i>State</i>	<i>Date of deposit of the instrument of ratification, approval (AA) or accession (a)</i>
Argentina*	19 July 1983 <i>a</i>
China*	11 December 1986 <i>AA</i>
Egypt	6 December 1982 <i>a</i>
France	6 August 1982 <i>AA</i>
Hungary*	16 June 1983
Italy	11 December 1986
Lesotho	18 June 1981
Syrian Arab Republic	19 October 1982 <i>a</i>
United States of America*	11 December 1986
Yugoslavia*	27 March 1985
Zambia	6 June 1986 <i>a</i>

Subsequently, the Convention came into force for the following States on the first day of the month following the expiration of twelve months after the date of the deposit of their instruments of ratification, acceptance, approval or accession, in accordance with article 99 (2):

<i>State</i>	<i>Date of deposit of the instrument of ratification or accession (a)</i>
Finland*	15 December 1987
(With effect from 1 January 1989.)	
Sweden*	15 December 1987
(With effect from 1 January 1989.)	
Austria	29 December 1987
(With effect from 1 January 1989.)	
Mexico	29 December 1987 <i>a</i>
(With effect from 1 January 1989.)	

\* See p. 178 of this volume for the texts of the declarations and reservations made upon ratification, approval or accession.

Have agreed as follows:

## PART I. SPHERE OF APPLICATION AND GENERAL PROVISIONS

### CHAPTER I. SPHERE OF APPLICATION

*Article 1.* (1) This Convention applies to contracts of sale of goods between parties whose places of business are in different States:

- (a) When the States are Contracting States; or
- (b) When the rules of private international law lead to the application of the law of a Contracting State.

(2) The fact that the parties have their places of business in different States is to be disregarded whenever this fact does not appear either from the contract or from any dealings between, or from information disclosed by, the parties at any time before or at the conclusion of the contract.

(3) Neither the nationality of the parties nor the civil or commercial character of the parties or of the contract is to be taken into consideration in determining the application of this Convention.

*Article 2.* This Convention does not apply to sales:

- (a) Of goods bought for personal, family or household use, unless the seller, at any time before or at the conclusion of the contract, neither knew nor ought to have known that the goods were bought for any such use;
- (b) By auction;
- (c) On execution or otherwise by authority of law;
- (d) Of stocks, shares, investment securities, negotiable instruments or money;
- (e) Of ships, vessels, hovercraft or aircraft;
- (f) Of electricity.

*Article 3.* (1) Contracts for the supply of goods to be manufactured or produced are to be considered sales unless the party who orders the goods undertakes to supply a substantial part of the materials necessary for such manufacture or production.

(2) This Convention does not apply to contracts in which the preponderant part of the obligations of the party who furnishes the goods consists in the supply of labour or other services.

*Article 4.* This Convention governs only the formation of the contract of sale and the rights and obligations of the seller and the buyer arising from such a contract. In particular, except as otherwise expressly provided in this Convention, it is not concerned with:

- (a) The validity of the contract or of any of its provisions or of any usage;
- (b) The effect which the contract may have on the property in the goods sold.

*Article 5.* This Convention does not apply to the liability of the seller for death or personal injury caused by the goods to any person.

*Article 6.* The parties may exclude the application of this Convention or, subject to article 12, derogate from or vary the effect of any of its provisions.

## CHAPTER II. GENERAL PROVISIONS

*Article 7.* (1) In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application and the observance of good faith in international trade.

(2) Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the law applicable by virtue of the rules of private international law.

*Article 8.* (1) For the purposes of this Convention statements made by and other conduct of a party are to be interpreted according to his intent where the other party knew or could not have been unaware what that intent was.

(2) If the preceding paragraph is not applicable, statements made by and other conduct of a party are to be interpreted according to the understanding that a reasonable person of the same kind as the other party would have had in the same circumstances.

(3) In determining the intent of a party or the understanding a reasonable person would have had, due consideration is to be given to all relevant circumstances of the case including the negotiations, any practices which the parties have established between themselves, usages and any subsequent conduct of the parties:

*Article 9.* (1) The parties are bound by any usage to which they have agreed and by any practices which they have established between themselves.

(2) The parties are considered, unless otherwise agreed, to have impliedly made applicable to their contract or its formation a usage of which the parties knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts of the type involved in the particular trade concerned.

*Article 10.* For the purposes of this Convention:

- (a) If a party has more than one place of business, the place of business is that which has the closest relationship to the contract and its performance, having regard to the circumstances known to or contemplated by the parties at any time before or at the conclusion of the contract;
- (b) If a party does not have a place of business, reference is to be made to his habitual residence.

*Article 11.* A contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form. It may be proved by any means, including witnesses.

*Article 12.* Any provision of article 11, article 29 or Part II of this Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing does not apply where any party has his place of business in a Contracting State which has made a declaration under article 96 of this Convention. The parties may not derogate from or vary the effect of this article.

*Article 13.* For the purposes of this Convention "writing" includes telegram and telex.

## PART II. FORMATION OF THE CONTRACT

*Article 14.* (1) A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance. A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining the quantity and the price.

(2) A proposal other than one addressed to one or more specific persons is to be considered merely as an invitation to make offers, unless the contrary is clearly indicated by the person making the proposal.

*Article 15.* (1) An offer becomes effective when it reaches the offeree.

(2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer.

*Article 16.* (1) Until a contract is concluded an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.

(2) However, an offer cannot be revoked:

- (a) If it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or
- (b) If it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.

*Article 17.* An offer, even if it is irrevocable, is terminated when a rejection reaches the offeror.

*Article 18.* (1) A statement made by or other conduct of the offeree indicating assent to an offer is an acceptance. Silence or inactivity does not in itself amount to acceptance.

(2) An acceptance of an offer becomes effective at the moment the indication of assent reaches the offeror. An acceptance is not effective if the indication of assent does not reach the offeror within the time he has fixed or, if no time is fixed, within a reasonable time, due account being taken of the circumstances of the transaction, including the rapidity of the means of communication employed by the offeror. An oral offer must be accepted immediately unless the circumstances indicate otherwise.

(3) However, if, by virtue of the offer or as a result of practices which the parties have established between themselves or of usage, the offeree may indicate assent by performing an act, such as one relating to the dispatch of the goods or payment of the price, without notice to the offeror, the acceptance is effective at the moment the act is performed, provided that the act is performed within the period of time laid down in the preceding paragraph.

*Article 19.* (1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer.

(2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.

(3) Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer materially.

*Article 20.* (1) A period of time for acceptance fixed by the offeror in a telegram or a letter begins to run from the moment the telegram is handed in for dispatch or from the date shown on the letter or, if no such date is shown, from the date shown on the envelope. A period of time for acceptance fixed by the offeror by telephone, telex or other means of instantaneous communication, begins to run from the moment that the offer reaches the offeree.

(2) Official holidays or non-business days occurring during the period for acceptance are included in calculating the period. However, if a notice of acceptance cannot be delivered at the address of the offeror on the last day of the period because that day falls on an official holiday or a non-business day at the place of business of the offeror, the period is extended until the first business day which follows.

*Article 21.* (1) A late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect.

(2) If a letter or other writing containing a late acceptance shows that it has been sent in such circumstances that if its transmission had been normal it would have reached the offeror in due time, the late acceptance is effective as an acceptance unless, without delay, the offeror orally informs the offeree that he considers his offer as having lapsed or dispatches a notice to that effect.

*Article 22.* An acceptance may be withdrawn if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective.

*Article 23.* A contract is concluded at the moment when an acceptance of an offer becomes effective in accordance with the provisions of this Convention.

*Article 24.* For the purposes of this Part of the Convention, an offer, declaration of acceptance or any other indication of intention "reaches" the addressee when it is made orally to him or delivered by any other means to him personally, to his place of business or mailing address or, if he does not have a place of business or mailing address, to his habitual residence.

### PART III. SALE OF GOODS

#### CHAPTER I. GENERAL PROVISIONS

*Article 25.* A breach of contract committed by one of the parties is fundamental if it results in such detriment to the other party as substantially to deprive him of what he is entitled to expect under the contract, unless the party in breach did not foresee and a reasonable person of the same kind in the same circumstances would not have foreseen such a result.

*Article 26.* A declaration of avoidance of the contract is effective only if made by notice to the other party.

*Article 27.* Unless otherwise expressly provided in this Part of the Convention, if any notice, request or other communication is given or made by a party in accordance with this Part and by means appropriate in the circumstances,

a delay or error in the transmission of the communication or its failure to arrive does not deprive that party of the right to rely on the communication.

*Article 28.* If, in accordance with the provisions of this Convention, one party is entitled to require performance of any obligation by the other party, a court is not bound to enter a judgement for specific performance unless the court would do so under its own law in respect of similar contracts of sale not governed by this Convention.

*Article 29.* (1) A contract may be modified or terminated by the mere agreement of the parties.

(2) A contract in writing which contains a provision requiring any modification or termination by agreement to be in writing may not be otherwise modified or terminated by agreement. However, a party may be precluded by his conduct from asserting such a provision to the extent that the other party has relied on that conduct.

## CHAPTER II. OBLIGATIONS OF THE SELLER

*Article 30.* The seller must deliver the goods, hand over any documents relating to them and transfer the property in the goods, as required by the contract and this Convention.

### *Section I. DELIVERY OF THE GOODS AND HANDING OVER OF DOCUMENTS*

*Article 31.* If the seller is not bound to deliver the goods at any other particular place, his obligation to deliver consists:

- (a) If the contract of sale involves carriage of the goods — in handing the goods over to the first carrier for transmission to the buyer;
- (b) If, in cases not within the preceding subparagraph, the contract relates to specific goods, or unidentified goods to be drawn from a specific stock or to be manufactured or produced, and at the time of the conclusion of the contract the parties knew that the goods were at, or were to be manufactured or produced at, a particular place — in placing the goods at the buyer's disposal at that place;
- (c) In other cases — in placing the goods at the buyer's disposal at the place where the seller had his place of business at the time of the conclusion of the contract.

*Article 32.* (1) If the seller, in accordance with the contract or this Convention, hands the goods over to a carrier and if the goods are not clearly identified to the contract by markings on the goods, by shipping documents or otherwise, the seller must give the buyer notice of the consignment specifying the goods.

(2) If the seller is bound to arrange for carriage of the goods, he must make such contracts as are necessary for carriage to the place fixed by means of transportation appropriate in the circumstances and according to the usual terms for such transportation.

(3) If the seller is not bound to effect insurance in respect of the carriage of the goods, he must, at the buyer's request, provide him with all available information necessary to enable him to effect such insurance.

*Article 33.* The seller must deliver the goods:

- (a) If a date is fixed by or determinable from the contract, on that date;
- (b) If a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the buyer is to choose a date; or
- (c) In any other case, within a reasonable time after the conclusion of the contract.

*Article 34.* If the seller is bound to hand over documents relating to the goods, he must hand them over at the time and place and in the form required by the contract. If the seller has handed over documents before that time, he may, up to that time, cure any lack of conformity in the documents, if the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.

## *Section II.* CONFORMITY OF THE GOODS AND THIRD PARTY CLAIMS

*Article 35.* (1) The seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract.

(2) Except where the parties have agreed otherwise, the goods do not conform with the contract unless they:

- (a) Are fit for the purposes for which goods of the same description would ordinarily be used;
- (b) Are fit for any particular purpose expressly or impliedly made known to the seller at the time of the conclusion of the contract, except where the circumstances show that the buyer did not rely, or that it was unreasonable for him to rely, on the seller's skill and judgement;
- (c) Possess the qualities of goods which the seller had held out to the buyer as a sample or model;
- (d) Are contained or packaged in the manner usual for such goods or, where there is no such manner, in a manner adequate to preserve and protect the goods.

(3) The seller is not liable under subparagraphs (a) to (d) of the preceding paragraph for any lack of conformity of the goods if at the time of the conclusion of the contract the buyer knew or could not have been unaware of such lack of conformity.

*Article 36.* (1) The seller is liable in accordance with the contract and this Convention for any lack of conformity which exists at the time when the risk passes to the buyer, even though the lack of conformity becomes apparent only after that time.

(2) The seller is also liable for any lack of conformity which occurs after the time indicated in the preceding paragraph and which is due to a breach of any of his obligations, including a breach of any guarantee that for a period of time the goods will remain fit for their ordinary purpose or for some particular purpose or will retain specified qualities or characteristics.

*Article 37.* If the seller has delivered goods before the date for delivery, he may, up to that date, deliver any missing part or make up any deficiency in the

quantity of the goods delivered, or deliver goods in replacement of any non-conforming goods delivered or remedy any lack of conformity in the goods delivered, provided that the exercise of this right does not cause the buyer unreasonable inconvenience or unreasonable expense. However, the buyer retains any right to claim damages as provided for in this Convention.

*Article 38.* (1) The buyer must examine the goods, or cause them to be examined, within as short a period as is practicable in the circumstances.

(2) If the contract involves carriage of the goods, examination may be deferred until after the goods have arrived at their destination.

(3) If the goods are redirected in transit or redispached by the buyer without a reasonable opportunity for examination by him and at the time of the conclusion of the contract the seller knew or ought to have known of the possibility of such redirection or redispach, examination may be deferred until after the goods have arrived at the new destination.

*Article 39.* (1) The buyer loses the right to rely on a lack of conformity of the goods if he 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.

(2) In any event, the buyer loses the right to rely on a lack of conformity of the goods if he does not give the seller notice thereof at the latest within a period of two years from the date on which the goods were actually handed over to the buyer, unless this time-limit is inconsistent with a contractual period of guarantee.

*Article 40.* The seller is not entitled to rely on the provisions of articles 38 and 39 if the lack of conformity relates to facts of which he knew or could not have been unaware and which he did not disclose to the buyer.

*Article 41.* The seller must deliver goods which are free from any right or claim of a third party, unless the buyer agreed to take the goods subject to that right or claim. However, if such right or claim is based on industrial property or other intellectual property, the seller's obligation is governed by article 42.

*Article 42.* (1) The seller must deliver goods which are free from any right or claim of a third party based on industrial property or other intellectual property, of which at the time of the conclusion of the contract the seller knew or could not have been unaware, provided that the right or claim is based on industrial property or other intellectual property:

- (a) Under the law of the State where the goods will be resold or otherwise used, if it was contemplated by the parties at the time of the conclusion of the contract that the goods would be resold or otherwise used in that State; or
- (b) In any other case, under the law of the State where the buyer has his place of business.

(2) The obligation of the seller under the preceding paragraph does not extend to cases where:

- (a) At the time of the conclusion of the contract the buyer knew or could not have been unaware of the right or claim; or
- (b) The right or claim results from the seller's compliance with technical drawings, designs, formulae or other such specifications furnished by the buyer.

*Article 43.* (1) The buyer loses the right to rely on the provisions of article 41 or article 42 if he does not give notice to the seller specifying the nature of the right or claim of the third party within a reasonable time after he has become aware or ought to have become aware of the right or claim.

(2) The seller is not entitled to rely on the provisions of the preceding paragraph if he knew of the right or claim of the third party and the nature of it.

*Article 44.* Notwithstanding the provisions of paragraph (1) of article 39 and paragraph (1) of article 43, the buyer may reduce the price in accordance with article 50 or claim damages, except for loss of profit, if he has a reasonable excuse for his failure to give the required notice.

### *Section III. REMEDIES FOR BREACH OF CONTRACT BY THE SELLER*

*Article 45.* (1) If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:

(a) Exercise the rights provided in articles 46 to 52;

(b) Claim damages as provided in articles 74 to 77.

(2) The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.

*Article 46.* (1) The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.

(2) If the goods do not conform with the contract, the buyer may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of contract and a request for substitute goods is made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

(3) If the goods do not conform with the contract, the buyer may require the seller to remedy the lack of conformity by repair, unless this is unreasonable having regard to all the circumstances. A request for repair must be made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

*Article 47.* (1) The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.

(2) Unless the buyer has received notice from the seller that he will not perform within the period so fixed, the buyer may not, during that period, resort to any remedy for breach of contract. However, the buyer is not deprived thereby of any right he may have to claim damages for delay in performance.

*Article 48.* (1) Subject to article 49, the seller may, even after the date for delivery, remedy at his own expense any failure to perform his obligations, if he can do so without unreasonable delay and without causing the buyer unreasonable inconvenience or uncertainty of reimbursement by the seller of expenses advanced by the buyer. However, the buyer retains any right to claim damages as provided for in this Convention.

(2) If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a reasonable time, the seller may perform within the time indicated in his request. The buyer may not, during that period of time, resort to any remedy which is inconsistent with performance by the seller.

(3) A notice by the seller that he will perform within a specified period of time is assumed to include a request, under the preceding paragraph, that the buyer make known his decision.

(4) A request or notice by the seller under paragraph (2) or (3) of this article is not effective unless received by the buyer.

*Article 49.* (1) The buyer may declare the contract avoided:

- (a) If the failure by the seller to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or
- (b) In case of non-delivery, if the seller does not deliver the goods within the additional period of time fixed by the buyer in accordance with paragraph (1) of article 47 or declares that he will not deliver within the period so fixed.

(2) However, in cases where the seller has delivered the goods, the buyer loses the right to declare the contract avoided unless he does so:

- (a) In respect of late delivery, within a reasonable time after he has become aware that delivery has been made;
- (b) In respect of any breach other than late delivery, within a reasonable time:
  - (i) After he knew or ought to have known of the breach;
  - (ii) After the expiration of any additional period of time fixed by the buyer in accordance with paragraph (1) of article 47, or after the seller has declared that he will not perform his obligations within such an additional period; or
  - (iii) After the expiration of any additional period of time indicated by the seller in accordance with paragraph (2) of article 48, or after the buyer has declared that he will not accept performance.

*Article 50.* If the goods do not conform with the contract and whether or not the price has already been paid, the buyer may reduce the price in the same proportion as the value that the goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time. However, if the seller remedies any failure to perform his obligations in accordance with article 37 or article 48 or if the buyer refuses to accept performance by the seller in accordance with those articles, the buyer may not reduce the price.

*Article 51.* (1) If the seller delivers only a part of the goods or if only a part of the goods delivered is in conformity with the contract, articles 46 to 50 apply in respect of the part which is missing or which does not conform.

(2) The buyer may declare the contract avoided in its entirety only if the failure to make delivery completely or in conformity with the contract amounts to a fundamental breach of the contract.

*Article 52.* (1) If the seller delivers the goods before the date fixed, the buyer may take delivery or refuse to take delivery.

(2) If the seller delivers a quantity of goods greater than that provided for in the contract, the buyer may take delivery or refuse to take delivery of the excess quantity. If the buyer takes delivery of all or part of the excess quantity, he must pay for it at the contract rate.

### CHAPTER III. OBLIGATIONS OF THE BUYER

*Article 53.* The buyer must pay the price for the goods and take delivery of them as required by the contract and this Convention.

#### *Section I. PAYMENT OF THE PRICE*

*Article 54.* The buyer's obligation to pay the price includes taking such steps and complying with such formalities as may be required under the contract or any laws and regulations to enable payment to be made.

*Article 55.* Where a contract has been validly concluded but does not expressly or implicitly fix or make provision for determining the price, the parties are considered, in the absence of any indication to the contrary, to have impliedly made reference to the price generally charged at the time of the conclusion of the contract for such goods sold under comparable circumstances in the trade concerned.

*Article 56.* If the price is fixed according to the weight of the goods, in case of doubt it is to be determined by the net weight.

*Article 57.* (1) If the buyer is not bound to pay the price at any other particular place, he must pay it to the seller:

- (a) At the seller's place of business; or
- (b) If the payment is to be made against the handing over of the goods or of documents, at the place where the handing over takes place.

(2) The seller must bear any increase in the expenses incidental to payment which is caused by a change in his place of business subsequent to the conclusion of the contract.

*Article 58.* (1) If the buyer is not bound to pay the price at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract and this Convention. The seller may make such payment a condition for handing over the goods or documents.

(2) If the contract involves carriage of the goods, the seller may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the buyer except against payment of the price.

(3) The buyer is not bound to pay the price until he has had an opportunity to examine the goods, unless the procedures for delivery or payment agreed upon by the parties are inconsistent with his having such an opportunity.

*Article 59.* The buyer must pay the price on the date fixed by or determinable from the contract and this Convention without the need for any request or compliance with any formality on the part of the seller.

## *Section II. TAKING DELIVERY*

*Article 60.* The buyer's obligation to take delivery consists:

- (a) In doing all the acts which could reasonably be expected of him in order to enable the seller to make delivery; and
- (b) In taking over the goods.

## *Section III. REMEDIES FOR BREACH OF CONTRACT BY THE BUYER*

*Article 61.* (1) If the buyer fails to perform any of his obligations under the contract or this Convention, the seller may:

- (a) Exercise the rights provided in articles 62 to 65;
- (b) Claim damages as provided in articles 74 to 77.

(2) The seller is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the buyer by a court or arbitral tribunal when the seller resorts to a remedy for breach of contract.

*Article 62.* The seller may require the buyer to pay the price, take delivery or perform his other obligations, unless the seller has resorted to a remedy which is inconsistent with this requirement.

*Article 63.* (1) The seller may fix an additional period of time of reasonable length for performance by the buyer of his obligations.

(2) Unless the seller has received notice from the buyer that he will not perform within the period so fixed, the seller may not, during that period, resort to any remedy for breach of contract. However, the seller is not deprived thereby of any right he may have to claim damages for delay in performance.

*Article 64.* (1) The seller may declare the contract avoided:

- (a) If the failure by the buyer to perform any of his obligations under the contract or this Convention amounts to a fundamental breach of contract; or
- (b) If the buyer does not, within the additional period of time fixed by the seller in accordance with paragraph (1) of article 63, perform his obligation to pay the price or take delivery of the goods, or if he declares that he will not do so within the period so fixed.

(2) However, in cases where the buyer has paid the price, the seller loses the right to declare the contract avoided unless he does so:

- (a) In respect of late performance by the buyer, before the seller has become aware that performance has been rendered; or
- (b) In respect of any breach other than late performance by the buyer, within a reasonable time:
  - (i) After the seller knew or ought to have known of the breach; or
  - (ii) After the expiration of any additional period of time fixed by the seller in accordance with paragraph (1) of article 63, or after the buyer has declared that he will not perform his obligations within such an additional period.

*Article 65.* (1) If under the contract the buyer is to specify the form, measurement or other features of the goods and he fails to make such specification either on the date agreed upon or within a reasonable time after receipt of a

request from the seller, the seller may, without prejudice to any other rights he may have, make the specification himself in accordance with the requirements of the buyer that may be known to him.

(2) If the seller makes the specification himself, he must inform the buyer of the details thereof and must fix a reasonable time within which the buyer may make a different specification. If, after the receipt of such a communication, the buyer fails to do so within the time so fixed, the specification made by the seller is binding.

#### CHAPTER IV. PASSING OF RISK

*Article 66.* Loss of or damage to the goods after the risk has passed to the buyer does not discharge him from his obligation to pay the price, unless the loss or damage is due to an act or omission of the seller.

*Article 67.* (1) If the contract of sale involves carriage of the goods and the seller is not bound to hand them over at a particular place, the risk passes to the buyer when the goods are handed over to the first carrier for transmission to the buyer in accordance with the contract of sale. If the seller is bound to hand the goods over to a carrier at a particular place, the risk does not pass to the buyer until the goods are handed over to the carrier at that place. The fact that the seller is authorized to retain documents controlling the disposition of the goods does not affect the passage of the risk.

(2) Nevertheless, the risk does not pass to the buyer until the goods are clearly identified to the contract, whether by markings on the goods, by shipping documents, by notice given to the buyer or otherwise.

*Article 68.* The risk in respect of goods sold in transit passes to the buyer from the time of the conclusion of the contract. However, if the circumstances so indicate, the risk is assumed by the buyer from the time the goods were handed over to the carrier who issued the documents embodying the contract of carriage. Nevertheless, if at the time of the conclusion of the contract of sale the seller knew or ought to have known that the goods had been lost or damaged and did not disclose this to the buyer, the loss or damage is at the risk of the seller.

*Article 69.* (1) In cases not within articles 67 and 68, the risk passes to the buyer when he takes over the goods or, if he does not do so in due time, from the time when the goods are placed at his disposal and he commits a breach of contract by failing to take delivery.

(2) However, if the buyer is bound to take over the goods at a place other than a place of business of the seller, the risk passes when delivery is due and the buyer is aware of the fact that the goods are placed at his disposal at that place.

(3) If the contract relates to goods not then identified, the goods are considered not to be placed at the disposal of the buyer until they are clearly identified to the contract.

*Article 70.* If the seller has committed a fundamental breach of contract, articles 67, 68 and 69 do not impair the remedies available to the buyer on account of the breach.

CHAPTER V. PROVISIONS COMMON TO THE OBLIGATIONS OF THE SELLER  
AND OF THE BUYER

*Section I. ANTICIPATORY BREACH AND INSTALMENT CONTRACTS*

*Article 71.* (1) A party may suspend the performance of his obligations if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of:

- (a) A serious deficiency in his ability to perform or in his creditworthiness; or
- (b) His conduct in preparing to perform or in performing the contract.

(2) If the seller has already dispatched the goods before the grounds described in the preceding paragraph become evident, he may prevent the handing over of the goods to the buyer even though the buyer holds a document which entitles him to obtain them. The present paragraph relates only to the rights in the goods as between the buyer and the seller.

(3) A party suspending performance, whether before or after dispatch of the goods, must immediately give notice of the suspension to the other party and must continue with performance if the other party provides adequate assurance of his performance.

*Article 72.* (1) If prior to the date for performance of the contract it is clear that one of the parties will commit a fundamental breach of contract, the other party may declare the contract avoided.

(2) If time allows, the party intending to declare the contract avoided must give reasonable notice to the other party in order to permit him to provide adequate assurance of his performance.

(3) The requirements of the preceding paragraph do not apply if the other party has declared that he will not perform his obligations.

*Article 73.* (1) In the case of a contract for delivery of goods by instalments, if the failure of one party to perform any of his obligations in respect of any instalment constitutes a fundamental breach of contract with respect to that instalment, the other party may declare the contract avoided with respect to that instalment.

(2) If one party's failure to perform any of his obligations in respect of any instalment gives the other party good grounds to conclude that a fundamental breach of contract will occur with respect to future instalments, he may declare the contract avoided for the future, provided that he does so within a reasonable time.

(3) A buyer who declares the contract avoided in respect of any delivery may, at the same time, declare it avoided in respect of deliveries already made or of future deliveries if, by reason of their interdependence, those deliveries could not be used for the purpose contemplated by the parties at the time of the conclusion of the contract.

*Section II. DAMAGES*

*Article 74.* Damages for breach of contract by one party consist of a sum equal to the loss, including loss of profit, suffered by the other party as a consequence of the breach. Such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of

the contract, in the light of the facts and matters of which he then knew or ought to have known, as a possible consequence of the breach of contract.

*Article 75.* If the contract is avoided and if, in a reasonable manner and within a reasonable time after avoidance, the buyer has bought goods in replacement or the seller has resold the goods, the party claiming damages may recover the difference between the contract price and the price in the substitute transaction as well as any further damages recoverable under article 74.

*Article 76.* (1) If the contract is avoided and there is a current price for the goods, the party claiming damages may, if he has not made a purchase or resale under article 75, recover the difference between the price fixed by the contract and the current price at the time of avoidance as well as any further damages recoverable under article 74. If, however, the party claiming damages has avoided the contract after taking over the goods, the current price at the time of such taking over shall be applied instead of the current price at the time of avoidance.

(2) For the purposes of the preceding paragraph, the current price is the price prevailing at the place where delivery of the goods should have been made or, if there is no current price at that place, the price at such other place as serves as a reasonable substitute, making due allowance for differences in the cost of transporting the goods.

*Article 77.* A party who relies on a breach of contract must take such measures as are reasonable in the circumstances to mitigate the loss, including loss of profit, resulting from the breach. If he fails to take such measures, the party in breach may claim a reduction in the damages in the amount by which the loss should have been mitigated.

### *Section III. INTEREST*

*Article 78.* If a party fails to pay the price or any other sum that is in arrears, the other party is entitled to interest on it, without prejudice to any claim for damages recoverable under article 74.

### *Section IV. EXEMPTIONS*

*Article 79.* (1) A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences.

(2) If the party's failure is due to the failure by a third person whom he has engaged to perform the whole or a part of the contract, that party is exempt from liability only if:

(a) He is exempt under the preceding paragraph; and

(b) The person whom he has so engaged would be so exempt if the provisions of that paragraph were applied to him.

(3) The exemption provided by this article has effect for the period during which the impediment exists.

(4) The party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform. If the notice is not received by the other party within a reasonable time after the party who fails to perform knew

or ought to have known of the impediment, he is liable for damages resulting from such non-receipt.

(5) Nothing in this article prevents either party from exercising any right other than to claim damages under this Convention.

*Article 80.* A party may not rely on a failure of the other party to perform, to the extent that such failure was caused by the first party's act or omission.

#### *Section V. EFFECTS OF AVOIDANCE*

*Article 81.* (1) Avoidance of the contract releases both parties from their obligations under it, subject to any damages which may be due. Avoidance does not affect any provision of the contract for the settlement of disputes or any other provision of the contract governing the rights and obligations of the parties consequent upon the avoidance of the contract.

(2) A party who has performed the contract either wholly or in part may claim restitution from the other party of whatever the first party has supplied or paid under the contract. If both parties are bound to make restitution, they must do so concurrently.

*Article 82.* (1) The buyer loses the right to declare the contract avoided or to require the seller to deliver substitute goods if it is impossible for him to make restitution of the goods substantially in the condition in which he received them.

(2) The preceding paragraph does not apply:

- (a) If the impossibility of making restitution of the goods or of making restitution of the goods substantially in the condition in which the buyer received them is not due to his act or omission;
- (b) If the goods or part of the goods have perished or deteriorated as a result of the examination provided for in article 38; or
- (c) If the goods or part of the goods have been sold in the normal course of business or have been consumed or transformed by the buyer in the course of normal use before he discovered or ought to have discovered the lack of conformity.

*Article 83.* A buyer who has lost the right to declare the contract avoided or to require the seller to deliver substitute goods in accordance with article 82 retains all other remedies under the contract and this Convention.

*Article 84.* (1) If the seller is bound to refund the price, he must also pay interest on it, from the date on which the price was paid.

(2) The buyer must account to the seller for all benefits which he has derived from the goods or part of them:

- (a) If he must make restitution of the goods or part of them; or
- (b) If it is impossible for him to make restitution of all or part of the goods or to make restitution of all or part of the goods substantially in the condition in which he received them, but he has nevertheless declared the contract avoided or required the seller to deliver substitute goods.

#### *Section VI. PRESERVATION OF THE GOODS*

*Article 85.* If the buyer is in delay in taking delivery of the goods or, where payment of the price and delivery of the goods are to be made concurrently, if he

fails to pay the price, and the seller is either in possession of the goods or otherwise able to control their disposition, the seller must take such steps as are reasonable in the circumstances to preserve them. He is entitled to retain them until he has been reimbursed his reasonable expenses by the buyer.

*Article 86.* (1) If the buyer has received the goods and intends to exercise any right under the contract or this Convention to reject them, he must take such steps to preserve them as are reasonable in the circumstances. He is entitled to retain them until he has been reimbursed his reasonable expenses by the seller.

(2) If goods dispatched to the buyer have been placed at his disposal at their destination and he exercises the right to reject them, he must take possession of them on behalf of the seller, provided that this can be done without payment of the price and without unreasonable inconvenience or unreasonable expense. This provision does not apply if the seller or a person authorized to take charge of the goods on his behalf is present at the destination. If the buyer takes possession of the goods under this paragraph, his rights and obligations are governed by the preceding paragraph.

*Article 87.* A party who is bound to take steps to preserve the goods may deposit them in a warehouse of a third person at the expense of the other party provided that the expense incurred is not unreasonable.

*Article 88.* (1) A party who is bound to preserve the goods in accordance with article 85 or 86 may sell them by any appropriate means if there has been an unreasonable delay by the other party in taking possession of the goods or in taking them back or in paying the price or the cost of preservation, provided that reasonable notice of the intention to sell has been given to the other party.

(2) If the goods are subject to rapid deterioration or their preservation would involve unreasonable expense, a party who is bound to preserve the goods in accordance with article 85 or 86 must take reasonable measures to sell them. To the extent possible he must give notice to the other party of his intention to sell.

(3) A party selling the goods has the right to retain out of the proceeds of sale an amount equal to the reasonable expenses of preserving the goods and of selling them. He must account to the other party for the balance.

#### PART IV. FINAL PROVISIONS

*Article 89.* The Secretary-General of the United Nations is hereby designated as the depositary for this Convention.

*Article 90.* This Convention does not prevail over any international agreement which has already been or may be entered into and which contains provisions concerning the matters governed by this Convention, provided that the parties have their places of business in States parties to such agreement.

*Article 91.* (1) This Convention is open for signature at the concluding meeting of the United Nations Conference on Contracts for the International Sale of Goods and will remain open for signature by all States at the Headquarters of the United Nations, New York until 30 September 1981.

(2) This Convention is subject to ratification, acceptance or approval by the signatory States.

(3) This Convention is open for accession by all States which are not signatory States as from the date it is open for signature.

(4) Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

*Article 92.* (1) A Contracting State may declare at the time of signature, ratification, acceptance, approval or accession that it will not be bound by Part II of this Convention or that it will not be bound by Part III of this Convention.

(2) A Contracting State which makes a declaration in accordance with the preceding paragraph in respect of Part II or Part III of this Convention is not to be considered a Contracting State within paragraph (1) of article 1 of this Convention in respect of matters governed by the Part to which the declaration applies.

*Article 93.* (1) If a Contracting State has two or more territorial units in which, according to its constitution, different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may amend its declaration by submitting another declaration at any time.

(2) These declarations are to be notified to the depositary and are to state expressly the territorial units to which the Convention extends.

(3) If, by virtue of a declaration under this article, this Convention extends to one or more but not all of the territorial units of a Contracting State, and if the place of business of a party is located in that State, this place of business, for the purposes of this Convention, is considered not to be in a Contracting State, unless it is in a territorial unit to which the Convention extends.

(4) If a Contracting State makes no declaration under paragraph (1) of this article, the Convention is to extend to all territorial units of that State.

*Article 94.* (1) Two or more Contracting States which have the same or closely related legal rules on matters governed by this Convention may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in those States. Such declarations may be made jointly or by reciprocal unilateral declarations.

(2) A Contracting State which has the same or closely related legal rules on matters governed by this Convention as one or more non-Contracting States may at any time declare that the Convention is not to apply to contracts of sale or to their formation where the parties have their places of business in those States.

(3) If a State which is the object of a declaration under the preceding paragraph subsequently becomes a Contracting State, the declaration made will, as from the date on which the Convention enters into force in respect of the new Contracting State, have the effect of a declaration made under paragraph (1), provided that the new Contracting State joins in such declaration or makes a reciprocal unilateral declaration.

*Article 95.* Any State may declare at the time of the deposit of its instrument of ratification, acceptance, approval or accession that it will not be bound by subparagraph (1) (b) of article 1 of this Convention.

*Article 96.* A Contracting State whose legislation requires contracts of sale to be concluded in or evidenced by writing may at any time make a declaration in accordance with article 12 that any provision of article 11, article 29, or Part II of this Convention, that allows a contract of sale or its modification or termination by agreement or any offer, acceptance, or other indication of intention to be made

in any form other than in writing, does not apply where any party has his place of business in that State.

*Article 97.* (1) Declarations made under this Convention at the time of signature are subject to confirmation upon ratification, acceptance or approval.

(2) Declarations and confirmations of declarations are to be in writing and be formally notified to the depositary.

(3) A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary. Reciprocal unilateral declarations under article 94 take effect on the first day of the month following the expiration of six months after the receipt of the latest declaration by the depositary.

(4) Any State which makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal is to take effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.

(5) A withdrawal of a declaration made under article 94 renders inoperative, as from the date on which the withdrawal takes effect, any reciprocal declaration made by another State under that article.

*Article 98.* No reservations are permitted except those expressly authorized in this Convention.

*Article 99.* (1) This Convention enters into force, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of deposit of the tenth instrument of ratification, acceptance, approval or accession, including an instrument which contains a declaration made under article 92.

(2) When a State ratifies, accepts, approves or accedes to this Convention after the deposit of the tenth instrument of ratification, acceptance, approval or accession, this Convention, with the exception of the Part excluded, enters into force in respect of that State, subject to the provisions of paragraph (6) of this article, on the first day of the month following the expiration of twelve months after the date of the deposit of its instrument of ratification, acceptance, approval or accession.

(3) A State which ratifies, accepts, approves or accedes to this Convention and is a party to either or both the Convention relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Formation Convention)<sup>1</sup> and the Convention relating to a Uniform Law on the International Sale of Goods done at The Hague on 1 July 1964 (1964 Hague Sales Convention)<sup>2</sup> shall at the same time denounce, as the case may be, either or both the 1964 Hague Sales Convention and the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.

<sup>1</sup> United Nations, *Treaty Series*, vol. 834, p. 107.

<sup>2</sup> *Ibid.*, p. 169.

(4) A State party to the 1964 Hague Sales Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 92 that it will not be bound by Part II of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Sales Convention by notifying the Government of the Netherlands to that effect.

(5) A State party to the 1964 Hague Formation Convention which ratifies, accepts, approves or accedes to the present Convention and declares or has declared under article 92 that it will not be bound by Part III of this Convention shall at the time of ratification, acceptance, approval or accession denounce the 1964 Hague Formation Convention by notifying the Government of the Netherlands to that effect.

(6) For the purpose of this article, ratifications, acceptances, approvals and accessions in respect of this Convention by States parties to the 1964 Hague Formation Convention or to the 1964 Hague Sales Convention shall not be effective until such denunciations as may be required on the part of those States in respect of the latter two Conventions have themselves become effective. The depositary of this Convention shall consult with the Government of the Netherlands, as the depositary of the 1964 Conventions, so as to ensure necessary co-ordination in this respect.

*Article 100.* (1) This Convention applies to the formation of a contract only when the proposal for concluding the contract is made on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1) (a) or the Contracting State referred to in subparagraph (1) (b) of article 1.

(2) This Convention applies only to contracts concluded on or after the date when the Convention enters into force in respect of the Contracting States referred to in subparagraph (1) (a) or the Contracting State referred to in subparagraph (1) (b) of article 1.

*Article 101.* (1) A Contracting State may denounce this Convention, or Part II or Part III of the Convention, by a formal notification in writing addressed to the depositary.

(2) The denunciation takes effect on the first day of the month following the expiration of twelve months after the notification is received by the depositary. Where a longer period for the denunciation to take effect is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

DONE at Vienna, this day of eleventh day of April, one thousand nine hundred and eighty, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed this Convention.

*[For signature pages, see p. 144 of the present volume.]*

باسم افغانستان :

代表阿富汗:

In the name of Afghanistan:

Au nom de l'Afghanistan :

От имени Афганистана:

En nombre del Afganistán:

باسم ألبانيا :

代表阿尔巴尼亚:

In the name of Albania:

Au nom de l'Albanie :

От имени Албании:

En nombre de Albania:

باسم الجزائر :

代表阿尔及利亚:

In the name of Algeria:

Au nom de l'Algérie :

От имени Алжира:

En nombre de Argelia:

باسم أنغولا :

代表安哥拉:

In the name of Angola:

Au nom de l'Angola :

От имени Анголы:

En nombre de Angola:

باسم الأرجنتين :

代表阿根廷:

In the name of Argentina:

Au nom de l'Argentine :

От имени Аргентины:

En nombre de la Argentina:

باسم استراليا :

代表澳大利亚:

In the name of Australia:

Au nom de l'Australie :

От имени Австралии:

En nombre de Australia:

باسم النمسا :

代表奥地利:

In the name of Austria:

Au nom de l'Autriche :

От имени Австрии:

En nombre de Austria:

[Illegible — Illisible]

باسم البهاما :

代表巴哈马:

In the name of the Bahamas:

Au nom des Bahamas :

От имени Багамских островов:

En nombre de las Bahamas:

باسم البحرين :

代表巴林:

In the name of Bahrain:

Au nom de Bahrein :

От имени Бахрейна:

En nombre de Bahrein:

باسم بنغلاديش :

代表孟加拉国:

In the name of Bangladesh:

Au nom du Bangladesh :

От имени Бангладеш:

En nombre de Bangladesh:

باسم بربادوس:

代表巴巴多斯:

In the name of Barbados:

Au nom de la Barbade :

От имени Барбадоса:

En nombre de Barbados:

باسم بلجيكا:

代表比利时:

In the name of Belgium:

Au nom de la Belgique :

От имени Бельгии:

En nombre de Belgique:

باسم بنين:

代表贝宁:

In the name of Benin:

Au nom du Bénin :

От имени Бенина:

En nombre de Benin:

باسم بوتان:

代表不丹:

In the name of Bhutan:

Au nom du Bhoutan :

От имени Бутана:

En nombre de Bhután:

باسم بوليفيا:

代表玻利维亚:

In the name of Bolivia:

Au nom de la Bolivie :

От имени Боливии:

En nombre de Bolivia:

باسم بوتسوانا :

代表博茨瓦纳:

In the name of Botswana:

Au nom du Botswana :

От имени Ботсваны:

En nombre de Botswana:

باسم البرازيل :

代表巴西:

In the name of Brazil:

Au nom du Brésil :

От имени Бразилии:

En nombre del Brasil:

باسم بلغاريا :

代表保加利亚:

In the name of Bulgaria:

Au nom de la Bulgarie :

От имени Болгарии:

En nombre de Bulgaria:

باسم بورما :

代表缅甸:

In the name of Burma:

Au nom de la Birmanie :

От имени Бирмы:

En nombre de Birmania:

باسم بوروندي :

代表布隆迪:

In the name of Burundi:

Au nom du Burundi :

От имени Бурунди:

En nombre de Burundi:

**باسم جمهورية بيلوروسيا الاشتراكية السوفياتية :****代表白俄罗斯苏维埃社会主义共和国：**

In the name of the Byelorussian Soviet Socialist Republic:

Au nom de la République socialiste soviétique de Biélorussie :

От имени Белорусской Советской Социалистической Республики:

En nombre de la República Socialista Soviética de Bielorrusia:

**باسم كندا :****代表加拿大：**

In the name of Canada:

Au nom du Canada :

От имени Канады:

En nombre del Canadá:

**باسم الرأس الأخضر :****代表佛得角：**

In the name of Cape Verde:

Au nom du Cap-Vert :

От имени Островов Зеленого Мыса:

En nombre de Cabo Verde:

**باسم جمهورية افريقيا الوسطى :****代表中非共和国：**

In the name of the Central African Republic:

Au nom de la République centrafricaine :

От имени Центральноафриканской Республики:

En nombre de la República Centraafricana:

**باسم تشاد :****代表乍得：**

In the name of Chad:

Au nom du Tchad :

От имени Чада:

En nombre del Chad:

باسم شيلي :

代表智利:

In the name of Chile:

Au nom du Chili :

От имени Чили:

En nombre de Chile:

[HERMÁN RIOS DE MARIMON]

باسم الصين :

代表中国:

In the name of China:

Au nom de la Chine :

От имени Китая:

En nombre de China:

LING OING

باسم كولومبيا :

代表哥伦比亚:

In the name of Colombia:

Au nom de la Colombie :

От имени Колумбии:

En nombre de Colombia:

باسم كومورو :

代表科摩罗:

In the name of the Comoros:

Au nom des Comores :

От имени Коморских островов:

En nombre de las Comoras:

باسم الكونغو :

代表刚果:

In the name of the Congo:

Au nom du Congo :

От имени Конго:

En nombre del Congo:

باسم كوستاريكا :

代表哥斯达黎加:

In the name of Costa Rica:

Au nom du Costa Rica :

От имени Коста-Рики:

En nombre de Costa Rica:

باسم كوبا :

代表古巴:

In the name of Cuba:

Au nom de Cuba :

От имени Кубы:

En nombre de Cuba:

باسم قبرص :

代表塞浦路斯:

In the name of Cyprus:

Au nom de Chypre :

От имени Кипра:

En nombre de Chipre:

باسم تشيكوسلوفاكيا :

代表捷克斯洛伐克:

In the name of Czechoslovakia:

Au nom de la Tchécoslovaquie :

От имени Чехословакии:

En nombre de Checoslovaquia:

ILJA HULÍNSKÝ

1 Sept. 1981

باسم كمبوتشيا الديمقراطية :

代表民主柬埔寨:

In the name of Democratic Kampuchea:

Au nom du Kampuchea démocratique :

От имени Демократической Кампучии:

En nombre de Kampuchea Democrática:

باسم جمهورية كوريا الشعبية الديمقراطية :

代表朝鲜民主主义人民共和国:

In the name of the Democratic People's Republic of Korea:

Au nom de la République populaire démocratique de Corée :

От имени Корейской Народно-Демократической Республики:

En nombre de la República Popular Democrática de Corea:

باسم اليمن الديمقراطية :

代表民主也门:

In the name of Democratic Yemen:

Au nom du Yémen démocratique :

От имени Демократического Йемена:

En nombre del Yémen Democrático:

باسم الدانمرك :

代表丹麦:

In the name of Denmark:

Au nom du Danemark :

От имени Дании:

En nombre de Dinamarca:

[CARL ERNST WILHELM ULRICHSEN]

26th May 1981

With reservation<sup>1, 2</sup>

باسم جيبوتي :

代表吉布提:

In the name of Djibouti:

Au nom de Djibouti :

От имени Джибути:

En nombre de Djibouti:

<sup>1</sup> Avec réserve.

<sup>2</sup> See p. 178 of this volume for the text of the reservations and declarations made upon signature — Voir p. 178 du présent volume pour le texte des réserves et déclarations faites lors de la signature.

باسم دومينيكا :

代表多米尼加:

In the name of Dominica:

Au nom de la Dominique :

От имени Доминики:

En nombre de Dominica:

باسم الجمهورية الدومينيكية :

代表多米尼加共和国:

In the name of the Dominican Republic:

Au nom de la République dominicaine :

От имени Доминиканской Республики:

En nombre de la República Dominicana:

باسم اکوادور :

代表厄瓜多尔:

In the name of Ecuador:

Au nom de l'Equateur :

От имени Эквадора:

En nombre del Ecuador:

باسم مصر :

代表埃及:

In the name of Egypt:

Au nom de l'Egypte :

От имени Египта:

En nombre de Egipto:

باسم السلفادور :

代表萨尔瓦多:

In the name of El Salvador:

Au nom d'El Salvador :

От имени Сальвадора:

En nombre de El Salvador:

باسم غينيا الاستوائية:

代表赤道几内亚:

In the name of Equatorial Guinea:  
Au nom de la Guinée équatoriale :  
От имени Экваториальной Гвинеи:  
En nombre de Guinée Ecuatorial:

باسم اثيوبيا:

代表埃塞俄比亚:

In the name of Ethiopia:  
Au nom de l’Ethiopie :  
От имени Эфиопии:  
En nombre de Etiopía:

باسم فيجي:

代表斐济:

In the name of Fiji:  
Au nom de Fidji :  
От имени Фиджи:  
En nombre de Fiji:

باسم فنلندا:

代表芬兰:

In the name of Finland:  
Au nom de la Finlande :  
От имени Финляндии:  
En nombre de Finlandia:

ILKKA PASTINEN  
May 26th, 1981  
With reservation<sup>1, 2</sup>

<sup>1</sup> Avec réserve.

<sup>2</sup> See p. 178 of this volume for the text of the reservations and declarations made upon signature — Voir p. 178 du présent volume pour le texte des réserves et déclarations faites lors de la signature.

باسم فرنسا :

代表法国:

In the name of France:

Au nom de la France :

От имени Франции:

En nombre de Francia:

JACQUES LEPRETTE

27 août 1981

باسم غابون :

代表加蓬:

In the name of Gabon:

Au nom du Gabon :

От имени Габона:

En nombre del Gabón:

باسم غامبيا :

代表冈比亚:

In the name of the Gambia:

Au nom de la Gambie :

От имени Гамбии:

En nombre de Gambia:

باسم الجمهورية الديمقراطية الألمانية :

代表德意志民主共和国:

In the name of the German Democratic Republic:

Au nom de la République démocratique allemande :

От имени Германской Демократической Республики:

En nombre de la República Democrática Alemana:

PETER FLORIN

13.8.81

باسم جمهورية ألمانيا الاتحادية :

代表德意志联邦共和国:

In the name of the Federal Republic of Germany:

Au nom de la République fédérale d'Allemagne :

От имени Федеративной Республики Германии:

En nombre de la República Federal de Alemania:

ALOIS JELONEK

26 mai 1981

باسم غانا :

代表加纳:

In the name of Ghana:

Au nom du Ghana :

От имени Ганы:

En nombre de Ghana:

EMMANUEL SAM

باسم اليونان :

代表希腊:

In the name of Greece:

Au nom de la Grèce :

От имени Греции:

En nombre de Grecia:

باسم غرينادا :

代表格林纳达:

In the name of Grenada:

Au nom de la Grenade :

От имени Гренады:

En nombre de Granada:

باسم غواتيمالا :

代表危地马拉:

In the name of Guatemala:

Au nom du Guatemala :

От имени Гватемалы:

En nombre de Guatemala:

باسم غينيا :

代表几内亚:

In the name of Guinea:

Au nom de la Guinée :

От имени Гвинеи:

En nombre de Guinea:

باسم فينيا - بيساو :

代表几内亚比绍:

In the name of Guinea-Bissau:

Au nom de la Guinée-Bissau :

От имени Гвинеи-Бисау:

En nombre de Guinea-Bissau:

باسم غيانا :

代表圭亚那:

In the name of Guyana:

Au nom de la Guyane :

От имени Гвианы:

En nombre de Guyana:

باسم هايتي :

代表海地:

In the name of Haiti:

Au nom d'Haïti :

От имени Гаити:

En nombre de Haïti:

باسم الكرسي الرسولي :

代表教廷:

In the name of the Holy See:

Au nom du Saint-Siège :

От имени Святейшего престола:

En nombre de la Santa Sede:

باسم هندوراس:

代表洪都拉斯:

In the name of Honduras:

Au nom du Honduras :

От имени Гондураса:

En nombre de Honduras:

باسم هنغاريا:

代表匈牙利:

In the name of Hungary:

Au nom de la Hongrie :

От имени Венгрии:

En nombre de Hungría:

[Illegible — Illisible]

باسم ايسلندا:

代表冰岛:

In the name of Iceland:

Au nom de l'Islande :

От имени Исландии:

En nombre de Islandia:

باسم الهند:

代表印度:

In the name of India:

Au nom de l'Inde :

От имени Индии:

En nombre de la India:

باسم اندونيسيا:

代表印度尼西亚:

In the name of Indonesia:

Au nom de l'Indonésie :

От имени Индонезии:

En nombre de Indonesia:

باسم ایران :

代表伊朗:

In the name of Iran:

Au nom de l'Iran :

От имени Ирана:

En nombre del Irán:

باسم العراق :

代表伊拉克:

In the name of Iraq:

Au nom de l'Iraq :

От имени Ирака:

En nombre del Iraq:

باسم ایرلندا :

代表爱尔兰:

In the name of Ireland:

Au nom de l'Irlande :

От имени Ирландии:

En nombre de Irlanda:

باسم اسرائيل :

代表以色列:

In the name of Israel:

Au nom d'Israël :

От имени Израиля:

En nombre de Israel:

باسم إيطاليا :

代表意大利:

In the name of Italy:

Au nom de l'Italie :

От имени Италии:

En nombre de Italia:

UMBERTO LA ROCCA  
30 septembre 1981

باسم ساحل العاج :

代表象牙海岸:

In the name of the Ivory Coast:

Au nom de la Côte d'Ivoire :

От имени Берега Слоновой Кости:

En nombre de la Costa de Marfil:

باسم جامايكا :

代表牙买加:

In the name of Jamaica:

Au nom de la Jamaïque :

От имени Ямайки:

En nombre de Jamaica:

باسم اليابان :

代表日本:

In the name of Japan:

Au nom du Japon :

От имени Японии:

En nombre del Japón:

باسم الأردن :

代表约旦:

In the name of Jordan:

Au nom de la Jordanie :

От имени Иордании:

En nombre de Jordania:

باسم كينيا :

代表肯尼亚:

In the name of Kenya:

Au nom du Kenya :

От имени Кении:

En nombre de Kenya:

باسم الكويت :

代表科威特:

In the name of Kuwait:

Au nom du Koweït :

От имени Кувейта:

En nombre de Kuwait:

باسم جمهورية لاو الديمقراطية الشعبية :

代表老挝人民民主共和国:

In the name of the Lao People's Democratic Republic:

Au nom de la République démocratique populaire lao :

От имени Лаосской Народно-Демократической Республики:

En nombre de la República Democrática Popular Lao:

باسم لبنان :

代表黎巴嫩:

In the name of Lebanon:

Au nom du Liban :

От имени Ливана:

En nombre del Líbano:

باسم ليسوتو:

代表莱索托:

In the name of Lesotho:

Au nom du Lesotho :

От имени Лесото:

En nombre de Lesotho:

MAKHAOLA NKAU LEROTHOLI

18th June 1981

باسم ليبيريا :

代表利比里亚:

In the name of Liberia:

Au nom du Libéria :

От имени Либерии:

En nombre de Liberia:

باسم الجماهيرية العربية الليبية :

代表阿拉伯利比亚民众国:

In the name of the Libyan Arab Jamahiriya:

Au nom de la Jamahiriya arabe libyenne :

От имени Ливийской Арабской Джамахирии:

En nombre de la Jamahiriya Arabe Libia:

باسم لختنشتاين :

代表列支敦士登:

In the name of Liechtenstein:

Au nom du Liechtenstein:

От имени Лихтенштейна:

En nombre de Liechtenstein:

باسم لكسمبرغ :

代表卢森堡:

In the name of Luxembourg:

Au nom du Luxembourg :

От имени Люксембурга:

En nombre de Luxemburgo:

باسم مدغشقر :

代表马达加斯加:

In the name of Madagascar:

Au nom de Madagascar :

От имени Мадагаскара:

En nombre de Madagascar:

باسم ملاوى :

代表马拉维:

In the name of Malawi:

Au nom du Malawi :

От имени Малави:

En nombre de Malawi:

باسم ماليزيا :

代表马来西亚:

In the name of Malaysia:

Au nom de la Malaisie :

От имени Малайзии:

En nombre de Malasia:

باسم ملديف :

代表马尔代夫:

In the name of Maldives:

Au nom des Maldives :

От имени Мальдивов:

En nombre de Maldivas:

باسم مالي :

代表马里:

In the name of Mali:

Au nom du Mali :

От имени Мали:

En nombre de Malí:

باسم مالطة :

代表马耳他:

In the name of Malta:

Au nom de Malte :

От имени Мальты:

En nombre de Malta:

باسم موريتانيا :

代表毛里塔尼亚:

In the name of Mauritania:

Au nom de la Mauritanie :

От имени Мавритании:

En nombre de Mauritania:

باسم موريشيوس :

代表毛里求斯:

In the name of Mauritius:

Au nom de Maurice :

От имени Маврикия:

En nombre de Mauricio:

باسم المكسيك :

代表墨西哥:

In the name of Mexico:

Au nom du Mexique :

От имени Мексики:

En nombre de México:

باسم موناكو :

代表摩纳哥:

In the name of Monaco:

Au nom de Monaco :

От имени Монако:

En nombre de Mónaco:

باسم منغوليا :

代表蒙古:

In the name of Mongolia:

Au nom de la Mongolie :

От имени Монголии:

En nombre de Mongolia:

باسم المغرب :

代表摩洛哥:

In the name of Morocco:

Au nom du Maroc :

От имени Марокко:

En nombre de Marruecos:

باسم موزامبيق :

代表莫桑比克:

In the name of Mozambique:

Au nom du Mozambique :

От имени Мозамбика:

En nombre de Mozambique:

باسم ناميبيا :

代表纳米比亚:

In the name of Namibia:

Au nom de la Namibie :

От имени Намибии:

En nombre de Namibia:

باسم ناورو :

代表瑙鲁:

In the name of Nauru:

Au nom de Nauru :

От имени Науру:

En nombre de Nauru:

باسم नेपाल :

代表尼泊尔:

In the name of Nepal:

Au nom du Népal :

От имени Непала:

En nombre de Nepal:

باسم هولندا :

代表荷兰:

In the name of the Netherlands:

Au nom des Pays-Bas :

От имени Нидерландов:

En nombre de los Países Bajos:

H. SCHELTEMA

May 29, 1981

باسم نيوزيلندا :

代表新西兰:

In the name of New Zealand:

Au nom de la Nouvelle-Zélande :

От имени Новой Зеландии:

En nombre de Nueva Zelandia:

باسم نيكاراغوا :

代表尼加拉瓜:

In the name of Nicaragua:

Au nom du Nicaragua :

От имени Никарагуа:

En nombre de Nicaragua:

باسم النيجر :

代表尼日尔:

In the name of the Niger:

Au nom du Niger :

От имени Нигера:

En nombre del Níger:

باسم نيجيريا :

代表尼日利亚:

In the name of Nigeria:

Au nom du Nigéria :

От имени Нигерии:

En nombre de Nigeria:

باسم النرويج :

代表挪威:

In the name of Norway:

Au nom de la Norvège :

От имени Норвегии:

En nombre de Noruega:

Ole ÅLGÅRD

26.5.1981

With reservation<sup>1, 2</sup>

<sup>1</sup> Avec réserve.

<sup>2</sup> See p. 178 of this volume for the text of the reservations and declarations made upon signature — Voir p. 178 du présent volume pour le texte des réserves et déclarations faites lors de la signature.

باسم عمان :

代表阿曼:

In the name of Oman:

Au nom de l'Oman :

От имени Омана:

En nombre de Omán:

باسم پاکستان :

代表巴基斯坦:

In the name of Pakistan:

Au nom du Pakistan :

От имени Пакистана:

En nombre del Pakistán:

باسم بنما :

代表巴拿马:

In the name of Panama:

Au nom du Panama :

От имени Панамы:

En nombre de Panamá:

باسم بابوا غينيا الجديدة :

代表巴布亚新几内亚:

In the name of Papua New Guinea:

Au nom de la Papouasie-Nouvelle-Guinée :

От имени Папуа-Новой Гвинеи:

En nombre de Papua Nueva Guinea:

باسم باراغواي :

代表巴拉圭:

In the name of Paraguay:

Au nom du Paraguay :

От имени Парагвая:

En nombre del Paraguay:

باسم بيرو:

代表秘鲁:

In the name of Peru:

Au nom du Pérou :

От имени Перу:

En nombre del Perú:

باسم الفلبين:

代表菲律宾:

In the name of the Philippines:

Au nom des Philippines :

От имени Филиппин:

En nombre de Filipinas:

باسم بولندا:

代表波兰:

In the name of Poland:

Au nom de la Pologne :

От имени Польши:

En nombre de Polonia:

EUGENIUSZ WYZNER

28 September 1981

باسم البرتغال:

代表葡萄牙:

In the name of Portugal:

Au nom du Portugal :

От имени Португалии:

En nombre de Portugal:

باسم قطر:

代表卡塔尔:

In the name of Qatar:

Au nom du Qatar :

От имени Катара:

En nombre de Qatar:

باسم جمهورية كوريا :

**代表大韩民国：**

In the name of the Republic of Korea:

Au nom de la République de Corée :

От имени Корейской Республики:

En nombre de la República de Corea:

باسم رومانيا :

**代表罗马尼亚：**

In the name of Romania:

Au nom de la Roumanie :

От имени Румынии:

En nombre de Rumania:

باسم رواندا :

**代表卢旺达：**

In the name of Rwanda:

Au nom du Rwanda :

От имени Руанды:

En nombre de Rwanda:

باسم سانت لوسيا :

**代表圣卢西亚：**

In the name of Saint Lucia:

Au nom de Sainte-Lucie :

От имени Сент-Люсии:

En nombre de Santa Lucía:

باسم ساموا :

**代表萨摩亚：**

In the name of Samoa:

Au nom du Samoa :

От имени Самоа:

En nombre de Samoa:

باسم سان مارينو:

代表圣马力诺:

In the name of San Marino:

Au nom de Saint-Marin :

От имени Сан-Марино:

En nombre de San Marino:

باسم سان تومي وبرينسيبي :

代表圣多美和普林西比:

In the name of Sao Tome and Principe:

Au nom de Sao Tomé-et-Príncipe :

От имени Сан-Томе и Принсипи:

En nombre de Santo Tomé y Príncipe:

باسم المملكة العربية السعودية :

代表沙特阿拉伯:

In the name of Saudi Arabia:

Au nom de l'Arabie saoudite :

От имени Саудовской Аравии:

En nombre de Arabia Saudita:

باسم السنغال :

代表塞内加尔:

In the name of Senegal:

Au nom du Sénégal :

От имени Сенегала:

En nombre del Senegal:

باسم سيشيل :

代表塞舌尔:

In the name of Seychelles:

Au nom des Seychelles :

От имени Сейшельских островов:

En nombre de Seychelles:

باسم سيراليون :

代表塞拉利昂:

In the name of Sierra Leone:

Au nom de la Sierra Leone :

От имени Сьерра-Леоне:

En nombre de Sierra Leona:

باسم سنغافورة :

代表新加坡:

In the name of Singapore:

Au nom de Singapour :

От имени Сингапура:

En nombre de Singapur:

[Illegible — Illisible]

باسم جزر سليمان :

代表所罗门群岛:

In the name of Solomon Islands:

Au nom des Iles Salomon :

От имени Соломоновых Островов:

En nombre de las Islas Salomón:

باسم الصومال :

代表索马里:

In the name of Somalia:

Au nom de la Somalie :

От имени Сомали:

En nombre de Somalia:

باسم افريقيا الجنوبية :

代表南非:

In the name of South Africa:

Au nom de l'Afrique du Sud :

От имени Южной Африки:

En nombre de Sudáfrica:

باسم اسبانيا :

代表西班牙:

In the name of Spain:  
Au nom de l'Espagne :  
От имени Испании:  
En nombre de España:

باسم سری لانکا :

代表斯里兰卡:

In the name of Sri Lanka:  
Au nom de Sri Lanka :  
От имени Шри Ланки:  
En nombre de Sri Lanka:

باسم السودان :

代表苏丹:

In the name of the Sudan:  
Au nom du Soudan :  
От имени Судана:  
En nombre del Sudán:

باسم سورينام :

代表苏里南:

In the name of Suriname:  
Au nom du Suriname :  
От имени Суринама:  
En nombre de Suriname:

باسم سوازيلند :

代表斯威士兰:

In the name of Swaziland:  
Au nom du Swaziland :  
От имени Свазиленда:  
En nombre de Swazilandia:

باسم السويد :

代表瑞典:

In the name of Sweden:

Au nom de la Suède :

От имени Швеции:

En nombre de Suecia:

ANDERS THUNBORG

May 26, 1981

With a reservation<sup>1, 2</sup>

باسم سويسرا :

代表瑞士:

In the name of Switzerland:

Au nom de la Suisse :

От имени Швейцарии:

En nombre de Suiza:

باسم الجمهورية العربية السورية :

代表阿拉伯叙利亚共和国:

In the name of the Syrian Arab Republic:

Au nom de la République arabe syrienne :

От имени Сирийской Арабской Республики:

En nombre de la República Árabe Siria:

باسم تایلند :

代表泰国:

In the name of Thailand:

Au nom de la Thaïlande :

От имени Таиланда:

En nombre de Thailandia:

<sup>1</sup> Avec réserve.

<sup>2</sup> See p. 178 of this volume for the text of the reservations and declarations made upon signature — Voir p. 178 du présent volume pour le texte des réserves et déclarations faites lors de la signature.

باسم توگو:

代表多哥:

In the name of Togo:

Au nom du Togo :

От имени Того:

En nombre del Togo:

باسم تونگا:

代表汤加:

In the name of Tonga:

Au nom des Tonga :

От имени Тонга:

En nombre de Tonga:

باسم ترینیداد وتوباگو:

代表特立尼达和多巴哥:

In the name of Trinidad and Tobago:

Au nom de la Trinité-et-Tobago :

От имени Тринидада и Тобаго:

En nombre de Trinidad y Tabago:

باسم تونس:

代表突尼斯:

In the name of Tunisia:

Au nom de la Tunisie :

От имени Туниса:

En nombre de Túnez:

باسم ترکیا:

代表土耳其:

In the name of Turkey:

Au nom de la Turquie :

От имени Турции:

En nombre de Turquía:

باسم أوغندا:

代表乌干达:

In the name of Uganda:

Au nom de l'Ouganda :

От имени Уганды:

En nombre de Uganda:

باسم جمهورية أوكرانيا الاشتراكية السوفياتية:

代表乌克兰苏维埃社会主义共和国:

In the name of the Ukrainian Soviet Socialist Republic:

Au nom de la République socialiste soviétique d'Ukraine :

От имени Украинской Советской Социалистической Республики:

En nombre de la República Socialista Soviética de Ucrania:

باسم اتحاد الجمهوريات الاشتراكية السوفياتية:

代表苏维埃社会主义共和国联盟:

In the name of the Union of Soviet Socialist Republics:

Au nom de l'Union des Républiques socialistes soviétiques :

От имени Союза Советских Социалистических Республик:

En nombre de la Unión de Repúblicas Socialistas Soviéticas:

باسم الامارات العربية المتحدة:

代表阿拉伯联合酋长国:

In the name of the United Arab Emirates:

Au nom des Emirats arabes unis :

От имени Объединенных Арабских Эмиратов:

En nombre de los Emiratos Arabes Unidos:

باسم المملكة المتحدة لبريطانيا العظمى وأيرلندا الشمالية:

代表大不列颠及北爱尔兰联合王国:

In the name of the United Kingdom of Great Britain and Northern Ireland:

Au nom du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

От имени Соединенного Королевства Великобритании и Северной Ирландии:

En nombre del Reino Unido de Gran Bretaña e Irlanda del Norte:

باسم جمهورية الكاميرون المتحدة :

代表喀麦隆联合共和国 :

In the name of the United Republic of Cameroon:

Au nom de la République-Unie du Cameroun :

От имени Объединенной Республики Камерун:

En nombre de la República Unida del Camerún:

باسم جمهورية تنزانيا المتحدة :

代表坦桑尼亚联合共和国 :

In the name of the United Republic of Tanzania:

Au nom de la République-Unie de Tanzanie :

От имени Объединенной Республики Танзания:

En nombre de la República Unida de Tanzania:

باسم الولايات المتحدة الأمريكية :

代表美利坚合众国 :

In the name of the United States of America:

Au nom des Etats-Unis d'Amérique :

От имени Соединенных Штатов Америки:

En nombre de los Estados Unidos de América:

CHARLES M. LICHENSTEIN

31 August 1981

باسم فولتا العليا :

代表上沃尔特 :

In the name of the Upper Volta:

Au nom de la Haute-Volta :

От имени Верхней Вольты:

En nombre del Alto Volta:

باسم أوروغواي :

代表乌拉圭 :

In the name of Uruguay:

Au nom de l'Uruguay :

От имени Уругвая:

En nombre del Uruguay:

باسم فنزويلا :

代表委内瑞拉:

In the name of Venezuela:

Au nom du Venezuela :

От имени Венесуэлы:

En nombre de Venezuela:

[Illegible — Illisible]

*Ad Referendum* firmo en Nueva York el 28/9/81<sup>1</sup>

باسم فيت نام :

代表越南社会主义共和国:

In the name of Viet Nam:

Au nom du Viet Nam :

От имени Вьетнама:

En nombre de Viet Nam:

باسم اليمن :

代表也门:

In the name of Yemen:

Au nom du Yémen :

От имени Йемена:

En nombre del Yemen:

باسم يوغوسلافيا :

代表南斯拉夫:

In the name of Yugoslavia:

Au nom de la Yougoslavie :

От имени Югославии:

En nombre de Yugoslavia:

[Illegible — Illisible]

<sup>1</sup> Signed *ad referendum* in New York on 28 September 1981 — Signé *ad referendum* à New York le 28 septembre 1981.

باسم زائير:

代表扎伊尔:

In the name of Zaïre:

Au nom du Zaïre :

От имени Заира:

En nombre del Zaïre:

باسم زامبيا:

代表赞比亚:

In the name of Zambia:

Au nom de la Zambie :

От имени Замбии:

En nombre de Zambia:

## DECLARATIONS AND RESERVATIONS MADE UPON SIGNATURE

*DENMARK*

[TRANSLATION — TRADUCTION]

Denmark will not be bound by Part II of this Convention.

*FINLAND*

“Finland [will] not [be] bound by Part II of the Convention.”

*NORWAY*

“In accordance with Article 92, paragraph (1), the Government of the Kingdom of Norway declares that Norway will not be bound by Part II of this Convention.”

*SWEDEN*

“Sweden will not be bound by Part II of this Convention.”

## DECLARATIONS AND RESERVATIONS MADE UPON RATIFICATION, APPROVAL OR ACCESSION

*ARGENTINA*

[SPANISH TEXT — TEXTE ESPAGNOL]

“Conforme con los artículos 96 y 12 de la ‘Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías’, cualquier disposición del artículo 11, del artículo 29 o de la Parte II de la misma que permita que la celebración, la modificación o la extinción por mutuo acuerdo del contrato de compraventa, o la oferta, la aceptación o cualquier otra manifestación de intención, se hagan por un procedimiento que no sea por escrito, no se aplicará en el caso de que cualquiera de las partes tenga su establecimiento en la República Argentina”.

## DÉCLARATIONS ET RÉSERVES FAITES LORS DE LA SIGNATURE

*DANEMARK*

« Le Danemark ne sera pas lié par la deuxième partie de la présente Convention. »

*FINLANDE*

[TRADUCTION — TRANSLATION]

La Finlande ne sera pas liée par la deuxième partie de la présente Convention.

*NORVÈGE*

[TRADUCTION — TRANSLATION]

Conformément au paragraphe 1 de l'article 92, le Gouvernement du Royaume de Norvège déclare que la Norvège ne sera pas liée par la deuxième partie de la présente Convention.

*SUÈDE*

[TRANSLATION — TRADUCTION]

La Suède ne sera pas liée par la deuxième partie de la présente Convention.

## DÉCLARATIONS ET RÉSERVES FAITES LORS DE LA RATIFICATION, DE L'APPROBATION OU D'ADHÉSION

*ARGENTINE*

## [TRANSLATION]

In accordance with articles 96 and 12 of the United Nations Convention on Contracts for the International Sale of Goods, any provisions of article 11, article 29 or Part II of the Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing does not apply where any party has his place of business in the Argentine Republic.

## CHINA

## [CHINESE TEXT — TEXTE CHINOIS]

“ 声明中华人民共和国不受该公约第一条第一款  
(b)、第十一条以及与第十一条内容有关的规定的约束。 ”

## [TRANSLATION]

The People's Republic of China does not consider itself to be bound by subparagraph (b) of paragraph 1 of Article 1 and Article 11 as well as the provisions in the Convention relating to the content of Article 11.

## FINLAND

[*Confirming the reservation made upon signature. For the text, see p. 178 of this volume.*]

“With reference to Article 94, in respect of Sweden in accordance with paragraph (1) and otherwise in accordance with paragraph (2) the Convention will not apply to contracts of sale where the parties have their places of business in Finland, Sweden, Denmark, Iceland or Norway.”

## [TRADUCTION]

Conformément aux articles 96 et 12 de la Convention des Nations Unies sur les contrats de vente internationale de marchandises, toute disposition de l'article 11, de l'article 29 ou de la deuxième partie de cette Convention autorisant une forme autre que la forme écrite pour la conclusion, la modification ou la résiliation amiable d'un contrat de vente ou pour toute offre, acceptation ou autre manifestation d'intention ne s'applique pas dès lors que l'une des parties a son établissement en République argentine.

## CHINE

## [TRADUCTION]

La République populaire de Chine ne se considère pas liée par l'alinéa b du paragraphe 1 de l'article premier et l'article 11 et les dispositions dans la Convention relatives à l'article 11.

## FINLANDE

[*Confirmant la réserve faite lors de la signature. Pour le texte, voir p. 178 du présent volume.*]

Conformément au paragraphe 1 de l'article 94 en ce qui concerne la Suède, et conformément au paragraphe 2 dans les autres cas, la Convention ne s'appliquera pas aux contrats de vente lorsque les parties ont leur établissement en Finlande, en Suède, au Danemark, en Islande ou en Norvège.

## [TRADUCTION — TRANSLATION]

## HUNGARY

“[The Hungarian People’s Republic] considers the General Conditions of Delivery of Goods between Organizations of the Member Countries of the Council for Mutual Economic Assistance (GCD CMEA, 1968/1975, version of 1979) to be subject to the provisions of article 90 of the Convention.

[The Hungarian People’s Republic] states, in accordance with articles 12 and 96 of the Convention, that any provision of article 11, article 29 or Part II of the Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing, does not apply where any party has his place of business in the Hungarian People’s Republic.”

## SWEDEN

*[Confirming the reservation made upon signature. For the text, see p. 178 of this volume.]*

“With reference to article 94, in respect of Finland in accordance with paragraph (1) and otherwise in accordance with paragraph (2) the Convention will not apply to contracts of sale where the parties have their places of business in Sweden, Finland, Denmark, Iceland or Norway.”

UNITED STATES  
OF AMERICA

“Pursuant to article 95 the United States will not be bound by subparagraph (1) (b) of Article 1.”

## HONGRIE

## [TRADUCTION — TRANSLATION]

[La République populaire hongroise] considère que les dispositions de l’article 90 de la Convention s’appliquent aux Conditions générales de livraison de biens entre organisations des pays membres du Conseil d’assistance économique mutuelle (CGL/CAEM, 1968/1975, version de 1979).

[La République populaire hongroise] déclare, conformément aux articles 12 et 96 de la Convention, que toute disposition de l’article 11, de l’article 29 ou de la deuxième partie de la Convention autorisant une forme autre que la forme écrite pour la conclusion, la modification ou la résiliation amiable d’un contrat de vente, ou pour toute offre, acceptation ou autre manifestation d’intention, ne s’applique pas dès lors que l’une des Parties a son établissement en République populaire hongroise.

## SUÈDE

*[Confirmant la réserve faite lors de la signature. Pour le texte, voir p. 178 du présent volume.]*

## [TRADUCTION — TRANSLATION]

Conformément au paragraphe 1 de l’article 94 en ce qui concerne la Finlande, et conformément au paragraphe 2 dans les autres cas, la Convention ne s’appliquera pas aux contrats de vente lorsque les parties ont leur établissement en Suède, en Finlande, au Danemark, en Islande ou en Norvège.

ÉTATS-UNIS  
D’AMÉRIQUE

## [TRADUCTION — TRANSLATION]

Conformément à l’article 95, les États-Unis d’Amérique ne seront pas liés par l’alinéa b du paragraphe 1 de l’article premier.