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- (2) An offer, even if it is irrevocable, may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer.

1. Paragraph (1) of article 15 provides that an offer becomes effective when it reaches the offeree. Article 24 defines when a revocation “reaches” the offeree. Although paragraph (1) has been cited¹, no reported decision has interpreted it.

¹ Oberlandesgericht München, Germany, 3 December 1999, Unilex (citing arts. 14, 15(1), 18 and 23); CLOUT case No. 308 [Federal Court of Australia, 28 April 1995] (citing arts. 8, 11, 15 (1), 18 (1) and 29 (1) when holding that parties had concluded contract with a retention of title clause). The following decisions cite article 15 but because they do not involve withdrawal of the offer—see para. 2—the citations effectively refer to paragraph (1) of article 15: CLOUT case No. 318 [Oberlandesgericht Celle, Germany, 2 September 1998] (citing arts. 14, 15 and 18 when finding that parties had concluded a contract); Landgericht Oldenburg, Germany, 28 February 1996, Unilex (citing arts. 14, 15, 16, 17, 18 and 19); CLOUT case No. 291 [Oberlandesgericht Frankfurt a.M., Germany, 23 May 1995] (citing arts. 14, 15, 18 (3), 19 (1) and (3)) (see full text of the decision); Landgericht Krefeld, Germany, 24 November 1992, Unilex (citing arts. 15 and 18).

* The present digest was prepared using the full text of the decisions cited in the Case Law on UNCITRAL Texts (CLOUT) abstracts and other citations listed in the footnotes. The abstracts are intended to serve only as summaries of the underlying decisions and may not reflect all the points made in the digest. Readers are advised to consult the full texts of the listed court and arbitral decisions rather than relying solely on the CLOUT abstracts.

2. Paragraph (2) provides that an offeror may withdraw its offer if the withdrawal reaches the offeree before or at the same time as the offer. After the offer reaches the offeree, the offeror may no longer withdraw the offer but may be entitled to revoke the offer in accordance with article 16. There are no reported cases applying paragraph (2)