



General Assembly

Distr.: General
8 June 2004

Original: English

**United Nations Commission
on International Trade Law**

UNCITRAL Digest of case law on the United Nations Convention on the International Sale of Goods*

Article 53

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

Principal obligations of the buyer

1. This article states the principal obligations of the buyer and serves as an introduction to the provisions set out in Chapter III. Further, as the Convention does not define the sale of goods as such, this provision, in connection with article 30, is also useful for this purpose.¹ The principal obligations of the buyer are to pay the

¹ Tribunale di Rimini, Italy, 26 November 2002, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/021126i3.html>; Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/723.htm>; Cour d'appel de Colmar, France, 12 June 2001, available on the Internet at <http://wiz.jura.uni-sb.de/CISG/decisions/120601v.htm>; Tribunal Cantonal de Vaud, Switzerland, 11 March 1996, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/960311s1.html>.

* 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.

price for and take delivery of the goods “as required by the contract and this Convention”. From that and from article 6 of the Convention it follows that where the contract provides for the performance to take place in a certain manner that differs from that set forth in the Convention, the parties’ agreement prevails.

Other obligations of the buyer

2. According to the Convention, the contract may impose on the buyer obligations other than payment of the price and taking of delivery², such as the establishment of security guaranteeing payment of the price, the supply of materials needed for manufacture or production of the goods (article 3 (1)) or the submission of specifications regarding the form, measurement or other features of the goods (article 65).

Illustrations from case law

3. Since it merely states the obligations of the buyer which are treated more fully in subsequent articles, article 53 raises no particular difficulties for the courts. There have been numerous court decisions referring to article 53 in connection with judgments requiring the buyer to pay the price³. Illustrations from case law

² See articles 61 (1) and 62.

³ Landgericht Mönchengladbach, Germany, 15 July 2003, *Internationales Handelsrecht* 2003, 229; Landgericht Tübingen, Germany, 18 June 2003, *Internationales Handelsrecht* 2003, 236; Landgericht Berlin, Germany, 21 March 2003, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/030321g1.html>; Rechtbank van Koophandel Veurne, Belgium, 19 March 2003, available on the Internet at <http://www.law.kuleuven.ac.be/int/tradelaw/WK/2003-03-19.htm>; Hof van Beroep Gent, Belgium, 2 December 2002, available on the Internet at <http://www.law.kuleuven.ac.be/int/tradelaw/WK/2002-12-02.htm>; Tribunale di Rimini, Italy, 26 November 2002, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/021126i3.html>; Landgericht Saarbrücken, Germany, 25 November 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/718.htm>; Handelsgericht Aargau, Switzerland, 5 November 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/715.htm>; Oberlandesgericht Köln, Germany, 14 October 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/709.htm>; Oberlandesgericht Rostock, Germany, 25 September 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/672.htm>; Landgericht Göttingen, Germany, 20 September 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/655.htm>; Oberlandesgericht Schleswig, Germany, 22 August 2002, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/020822g2.html>; Cámara Nacional de Apelaciones en lo Comercial de Buenos Aires, Argentina, 21 July 2002, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/020721a1.html>; Landgericht Saarbrücken, Germany, 2 July 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/713.htm>; Amtsgericht Viechtach, Germany, 11 April 2002, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/020411g1.html>; Landgericht München, Germany, 27 February 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/654.htm>; Kantonsgericht Schaffhausen, Switzerland, 25 February 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/723.htm>; Landgericht München, Germany, 20 February 2002, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/712.htm>; Landgericht Stendal, Germany,

involving the application of article 53 to other obligations of the buyer are less common⁴.

12 October 2000, *Internationales Handelsrecht*, 2001, 30; CLOUT case No. 327 [Kantonsgericht des Kantons Zug, Switzerland, 25 February 1999]; CLOUT case No. 340 [Oberlandesgericht Oldenburg, Germany, 22 September 1998] (see full text of the decision); CLOUT case No. 318 [Oberlandesgericht Celle, Germany, 2 September 1998]; CLOUT case No. 288 [Oberlandesgericht München, Germany, 28 January 1998]; CLOUT case No. 236 [Bundesgerichtshof, Germany, 21 July 1997]; CLOUT case No. 273 [Oberlandesgericht München, Germany, 9 July 1997]; CLOUT case No. 275 [Oberlandesgericht Düsseldorf, Germany, 24 April 1997]; ICC Court of Arbitration, Case No. 8716, February 1997, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/978716i1.html> ; CLOUT case No. 163 [Arbitration—Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, Hungary, 10 December 1996] (see full text of the decision); CLOUT case No. 169 [Oberlandesgericht Düsseldorf, Germany, 11 July 1996]; Landgericht Duisburg, Germany, 17 April 1996, *Recht der internationalen Wirtschaft*, 1996, 774; CLOUT case No. 409 [Landgericht Kassel, Germany, 15 February 1996]; Tribunal of International Commercial Arbitration at the Russian Federation Chamber of Commerce and Industry, Russian Federation, 22 January 1996, available on the Internet at <http://www.cisg.law.pace.edu/cisg/wais/db/cases2/960122r1.html#cabc> ; Amtsgericht Wangen, Germany, 8 March 1995, available on the Internet at <http://www.cisg-online.ch/cisg/urteile/195.htm> ; CLOUT case No. 281 [Oberlandesgericht Koblenz, Germany 17 September 1993] (see full text of the decision); CLOUT case No. 104 [Arbitration—International Chamber of Commerce No. 7197 1993] (see full text of the decision); CLOUT case No. 26 [Arbitration—International Chamber of Commerce No. 7153 1992] (see full text of the decision); CLOUT case No. 46 [Landgericht Aachen, Germany, 3 April 1990] (see full text of the decision).

⁴ CLOUT case No. 133 [Oberlandesgericht München, Germany, 8 February 1995].