

**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 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.

1. Article 68 provides rules for the passing of risk when goods are sold in transit. The general rule is that the risk passes from the time the contract of sale is concluded. If, however, the circumstances so indicate, the risk is deemed to pass when the goods are handed over to the carrier. Only if the seller knew or ought to have known that the goods were lost or damaged at the time the contract is concluded and did not inform the buyer will the risk remain with the seller. Although article 68 has been cited in reported decisions, these decisions do not interpret its contents.¹

¹ CLOUT case No. 338 [Oberlandesgericht Hamm, Germany 23 June 1998] (affirming lower court without reference to art. 68); Schiedsgericht der Börse für landwirtschaftliche in Wien, Austria, 10 December 1997, Unilex (citing art. 68); CLOUT case No. 170 [Landgericht Trier, Germany, 12 October 1995] (citing art. 68).

* 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.