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CASE LAW ON UNCITRAL TEXTS (CLOUT)

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Introduction

This compilation of abstracts forms part of the system for collecting and disseminating information on Court decisions and arbitral awards relating to Conventions and Model Laws that emanate from the work of the United Nations Commission on International Trade Law (UNCITRAL). Information about the features of that system and about its use is provided in the User Guide (A/CN.9/SER.C/GUIDE/1/REV.1). CLOUT documents are available on the UNCITRAL website (<http://www.uncitral.org>).

Issues 37 and 38 of CLOUT introduced several new features. First, the table of contents on the first page lists the full citations to each case contained in this set of abstracts, along with the individual articles of each text which are interpreted by the Court or arbitral tribunal. Second, the Internet address (URL) of the full text of the decisions in their original language are included, along with Internet addresses of translations in official United Nations language(s), where available in the heading to each case (please note that references to websites other than official United Nations websites do not constitute an endorsement by the United Nations or by UNCITRAL of that website; furthermore, websites change frequently; all Internet addresses contained in this document are functional as of the date of submission of this document). Third, abstracts on cases interpreting the UNCITRAL Model Arbitration Law now include keyword references which are consistent with those contained in the Thesaurus on the UNCITRAL Model Law on International Commercial Arbitration, prepared by the UNCITRAL Secretariat in consultation with National Correspondents, and in the forthcoming UNCITRAL Digest on the UNCITRAL Model Law on International Commercial Arbitration. Finally, comprehensive indices are included at the end, to facilitate research by CLOUT citation, jurisdiction, article number, and (in the case of the Model Arbitration Law) keyword.

Abstracts have been prepared by National Correspondents designated by their Governments, or by individual contributors. It should be noted that neither the National Correspondents nor anyone else directly or indirectly involved in the operation of the system assumes any responsibility for any error or omission or other deficiency.

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Cases relating to the United Nations Sales Conventions (CISG)

Case 574: CISG 1 (1) (a); 6; 7 (2); 30; 35; 74

United States: U.S. [Federal] District Court for the Northern District of Illinois;
 No. 01 CV 5938
 29 January 2003
 Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd.
 Published in English: 2003 U.S. Dist. LEXIS 1306; 2003 Westlaw 223187;
<http://cisgw3.law.pace.edu/cases/030129u1.html>

Abstract prepared by Peter Winship, National Correspondent

The issue before the court was whether the claims of the buyer should be dismissed before trial on the ground that there was no genuine issue as to material fact and the seller was entitled to judgment as a matter of law.

The seller, a company with its place of business in Ontario, Canada, agreed to sell a fluidized bed furnace to the buyer, an Illinois corporation with its place of business in the United States. The parties' contract provided that the seller would repair or replace, at its option, any defects in workmanship or material which might develop under normal use during a period of 90 days after the date of shipment. The contract also provided that repair or replacement under this provision constituted the seller's full liability with respect to the furnace and that the seller was not liable for consequential damages. The contract was to be governed by the laws of the Province of Ontario.

During the four years following shipment, the buyer encountered numerous difficulties with the furnace. The buyer notified the seller of the difficulties and the seller attempted many repairs without charge to the buyer. All the buyer's notices were given after 90 days from shipment. The buyer sued the seller for breach of contract and warranties. The buyer moved to dismiss the suit before trial. As to most claims, the court declined to grant summary judgment.

The court found that the parties' contract was governed by the Convention because the parties had their places of business in two different Contracting States pursuant to art. 1(1)(a) CISG. The court also found that the parties had not agreed to exclude application of the Convention according to art. 6 CISG. The contract term making the laws of Ontario govern was read to be a reference to the Convention as the relevant law applicable in Ontario. Although the buyer's pleadings made claims under the domestic sales law of Ontario rather than the Convention, the court concluded that the pleadings gave legally sufficient notice of claims under the Convention.

As for the buyer's claim that the seller had breached express terms with respect to the quality of the furnace (art. 35(1) CISG), the court declined to grant summary judgment because there remained an issue of material fact as to whether the seller had waived the 90-day contract clause or was stopped from enforcing that clause. The court stated that the Convention did not address the issue of waiver and it applied the laws of Ontario to fill the perceived gap. On the basis of art. 7(2) CISG.

On the same ground, the court declined to grant summary judgment with respect to the buyer's claim that the seller had breached its obligations to deliver a furnace fit for its ordinary use and fit for the buyer's particular use (art. 35(2)(a), (2)(b) CISG).

The court further found that the parties had not agreed to exclude these obligations as per art. 6 CISG.

The court did, however, grant summary judgment with respect to the buyer's claims for damages for consequential losses. The court stated that the contract term excluding such damages was enforceable according to art. 6 CISG. It also stated that the buyer had failed to produce evidence that the losses were foreseeable by the seller (art. 74 CISG).

Case 575: CISG 1 (1) (a); 6; 7 (1); 9 (2); 36 (1); 39 (1); 40

United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166

11 June 2003; corrected 7 July 2003

BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal

Petroleos de Ecuador et al.

Published in English:

- (1) Federal Reporter (Third Series) 332, 333,
<http://www.ca5.uscourts.gov/opinions/pub/02/02-20166-cv0.pdf>
- (2) Correction: <http://www.ca5.uscourts.gov/opinions/pub/02/02-20166-cv1.pdf>, 2003 U.S. App. LEXIS 13595, 2003 Westlaw 21523355

Abstract prepared by Peter Winship, National Correspondent

The issue before the court was whether the claim of the buyer should be dismissed before trial on the ground that there was no genuine issue as to material fact and the seller was entitled to judgment as a matter of law.

The seller, a corporation with its place of business in the United States, agreed to sell 140,000 barrels of unleaded gasoline to the buyer, a corporation with its place of business in Ecuador. The contract provided that the gasoline's gum content was to be less than three milligrams per one hundred milliliters as determined by a third party before shipment. Delivery was to be "CFR La Libertad-Ecuador." The contract form stated "Jurisdiction: Laws of the Republic of Ecuador".

The third party certified that the gum content limitation was satisfied before shipment. However, the buyer tested the oil after receiving it at La Libertad and found that the limit was not satisfied. The buyer refused to accept delivery of the oil and drew upon a letter of guarantee. The seller sold the oil to its supplier for a loss and sued the buyer for breach of contract and wrongful draw upon the letter of guarantee. The district court, applying domestic Ecuadorian law, granted summary judgment for the buyer. The seller appealed.

The appellate court concluded that the contract was governed by the Convention because the parties had their places of business in two different Contracting States pursuant to art. 1(1)(a) CISG. Applying an "affirmative opt-out requirement" because it best promoted uniform application of the Convention and good faith in international trade, the court also found that the parties had not excluded application of the Convention by their choice of the laws of Ecuador to govern the contract when Ecuador was a Contracting State (art. 6 CISG).

The court found that the seller had not breached its contract with respect to the quality of the oil sold because the gasoline conformed at the time that risk of loss passed to the buyer. (art. 36(1) CISG). The court also stated that Incoterms are "incorporated" into the Convention under article 9(2) because they are well known

in international trade even if their use is not global. The relevant Incoterm states that the risk of loss passes when the goods pass the ship's rail. Having appointed a third party to inspect the gasoline before shipment, the buyer ought to have discovered the nonconformity ("defect") before the gasoline was shipped according to art. 39(1) CISG. Only if the seller "knew or could not have been unaware" of the nonconformity at the time that risk passed would the seller be responsible on the basis of art. 40 CISG.

The appellate court therefore reversed the lower court decision and remanded the case to determine whether the seller had provided nonconforming gasoline by failing to add sufficient gum inhibitor.

Case 576: CISG 1 (1) (a); 8 (3); 11; 14; 18; 19 (3); 23; 29

United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727
5 May 2003

Chateau des Charmes Wines Ltd. v. Sabaté USA Inc.

Published in English: Federal Reporter (Third Series) 328, 528;

[http://www.ca9.uscourts.gov/ca9/newopinions.nsf/1A2AF3B55A2B5FC988256D1A007A6C99/\\$file/0215727.pdf?openelement](http://www.ca9.uscourts.gov/ca9/newopinions.nsf/1A2AF3B55A2B5FC988256D1A007A6C99/$file/0215727.pdf?openelement)

Abstract prepared by Peter Winship, National Correspondent

The issue before the court was whether it should dismiss the suit because the parties had agreed to an exclusive forum selection clause designating a foreign court.

The buyer, a company in Ontario, Canada, concluded several contracts with a corporation, with its place of business in the United States, to purchase specialty wine corks manufactured by that corporation's parent company in France. The parent company supplied the corks but the buyer alleged that contrary to the seller's representations the corks did not prevent "cork taint," a distasteful flavour left by some corks. The buyer brought suit for breach of contract against both the parent and subsidiary companies. The sellers moved to dismiss the suit on the ground that the buyer was bound by a forum selection clause printed in the sellers' invoices paid by the buyer. The district court dismissed the suit and the buyer appealed.

The appellate court stated that the Convention governed whether the parties had agreed to a choice of forum clause because the parties had their places of business in different Contracting States pursuant to art. 1(1)(a) CISG.

The court found that the forum selection clause on the invoices was not binding because the clause materially altered the offer as per art. 19(3) CISG. The court also found no evidence that the buyer had affirmatively agreed to the clause under art. 8(3) CISG. The appellate court therefore reversed the district court's dismissal of the case.

Case 577: CISG 1 (1) (a); 38; 39

United States: U.S. [Federal] District Court, Northern District of Illinois;
No. 01 CV 4447

28 May 2003

Chicago Prime Packers, Inc. v. Northam Food Trading Co.

Published in English: <http://www.ilnd.uscourts.gov/RACER2/index.html> [, 2003

U.S. Dist. LEXIS 9122, 2003 Westlaw 21254261,

<http://cisgw3.law.pace.edu/cases/030529u1.html>]

Abstract prepared by Peter Winship, National Correspondent

The issue before the court was whether judgment on the seller's claim for the price should be rendered without trial or the claim dismissed for failure to state a claim for which relief can be granted.

The seller, a Delaware corporation with its place of business in Illinois, agreed to sell 40,500 pounds of pork ribs to the buyer, a company with its place of business in Quebec, Canada. At the time of the sale the pork ribs were stored in a cold storage plant. Two and one-half weeks after the sale, a carrier hired by the buyer picked up the ribs and delivered them to a processor. The carrier issued a non-negotiable bill of lading with the notation "property above in apparent good order," while the processor noted in its receiving log that the condition of the ribs was "good with the exception of 21 boxes that had holes gouged in them and the meat inside shows signs of freezer burn." U.S. Department of Agriculture inspectors subsequently inspected the ribs and ordered their destruction because of spoilage. The buyer notified the seller refused to pay the purchase price. The seller sued the buyer to recover the price. Both parties filed motions for summary judgment.

The court ruled that the contract was governed by the Convention (art. 1(1)(a) CISG) and that when it did so the Convention pre-empted domestic U.S. law. However, the court stated that case law interpreting analogous provisions in domestic sales law might be consulted when the language of the Convention tracked that of those provisions.

The court found that there were genuine issues of material fact as to whether the buyer had examined the ribs "within as short a period as practicable under the circumstances." The court therefore refused to render summary judgment for either party.

Case 578: CISG 8; 9; 25; 29; 38; 39; 64; 71-73

United States: U.S. [Federal] District Court for the Western District of Michigan;
No. 1:01-691

Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation

17 December 2001

Published in English: 2001 U.S. Dist. LEXIS 21630; 2001 WL 34046276

Abstract prepared by Peter Winship, CLOUT National Correspondent

United States: U.S. [Federal] District Court for the Western District of Michigan;
No. 1:01-691

17 December 2001

Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation

Published in English: 2001 U.S. Dist. LEXIS 21630; 2001 WL 34046276

Abstract prepared by Peter Winship, National Correspondent

The issue before the court was whether it should issue a preliminary injunction forbidding the seller from making sales in breach of a non-competition agreement.

A company with its place of business in the United States concluded a contract with two companies, one of which had its place of business in Greece, for the purchase of equipment to be used to manufacture plastic gardening pots. The contract provided that the parties would conclude a non-competition agreement and they subsequently did so. The sellers delivered the equipment. The buyer later ceased to make the agreed progress payments, alleging that the equipment was nonconforming and that the sellers had breached the non-competition agreement. The buyer brought suit claiming breach of the non-competition agreement, breach of contract, and breach of warranty. It asked the court to issue a preliminary injunction with respect to the breach of the non-competition agreement.

The court declined to issue a preliminary injunction. It concluded, among other matters, that the buyer was unlikely to succeed at a trial on the merits.

In a preliminary assessment, the court found that the Convention was the governing law with respect to all issues other than the non-competition agreement. The court concluded that the buyer had committed a fundamental breach by failing to make agreed progress payments. On the basis of art. 25 CISG. This entitled the sellers to avoid the contract of sale and non-competition agreement or to suspend their obligations under these agreements pursuant to arts. 64, 71-73 CISG. The court also concluded that the alleged nonconformities in the equipment did not constitute a fundamental breach by the sellers.

The court applied the Convention when rejecting several arguments made by the sellers. In response to the defense that there was no consideration for the non-competition agreement, the court ruled that the agreement was supported by consideration for the contract of sale and that the Convention (art. 29 CISG) provided that contract modifications are enforceable without regard to consideration. In response to the argument that the territory covered by the non-competition agreement was not sufficiently defined, the court applied the Convention's rules on the meaning of the parties' statements (art. 8 CISG) and course of dealing (art. 9 CISG) to interpret the agreement as sufficiently definite. In response to the sellers' argument that they were not bound by the non-competition agreement because the buyer had breached the sales transaction first by failing to duly notify the sellers of the alleged nonconformities (arts. 38, 39 CISG), the court found that notice was timely because the equipment was unique, complicated, delivered in installments and subject to training and on-going repairs.

Case 579: CISG 1 (1) (a); 4 (a); 7 (1); 9; 11; 14 (1); 16 (2) (b); 18 (3); 60 (a)

United States: U.S. [Federal] District Court, Southern District of New York;
Nos. 98CIV861 (RWS), 99CIV3607 (RWS)

10 May 2002; 16 August 2002 (opinion on rehearing)

Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al.

Published in English:

- (1) Federal Supplement (Second Series) 201, 236
- (2) Opinion on rehearing: 2003 U.S. Dist. LEXIS 15442, 2002 Westlaw 1933881,
<http://www.cisg.law.pace.edu/cisg/wais/db/cases2/020821u1.html>

Abstract prepared by Peter Winship, National Correspondent

The issues before the court included whether the plaintiff's claims of breach of contract, promissory estoppel, negligence and negligent misrepresentation should be dismissed on the ground that there was no genuine issue as to material fact and the alleged seller was entitled to judgment as a matter of law.

The plaintiff, a New Jersey corporation with its place of business in the United States, sought to develop, manufacture and distribute a generic anti-coagulant drug to treat blood clots. To develop the drug, the plaintiff obtained sample amounts of clathrate from defendant, a company with its place of business in Ontario, Canada. The defendant also supplied a reference letter in support of the plaintiff's application to the Federal Drug Administration for approval to manufacture and distribute the anti-coagulant drug. Prior to FDA approval, the defendant concluded an exclusive purchase agreement with a third party. Following FDA approval, plaintiff sent a purchase order to defendant for 750 kg. of clathrate. The defendant did not accept the plaintiff's order and denied that it was obligated to sell clathrate to the plaintiff. The plaintiff sued the defendant, alleging, among other claims, that the defendant had breached a contract, was estopped from rejecting the order, had been negligent and had made negligent misrepresentations. The defendant moved for summary judgment on these claims.

The court concluded that the Convention governed the breach of contract claim. The court found that the plaintiff had alleged facts, including an industry usage that buyers could rely on implied supply commitments, that would support a finding that the plaintiff's initial proposal was an offer (art. 14(1) CISG). Noting that the plaintiff alleged an industry usage that the provision of a reference letter is an acceptance, the court also found that there were sufficient facts to support a finding that the defendant had accepted the offer based on art. 18(3) CISG. The court also found that there was consideration to support the alleged contract and that the contract was therefore not invalid under applicable domestic law pursuant to art. 4(a) CISG. Under the alleged "implied-in-fact" contract, defendant was obligated to supply clathrate if the plaintiff gave it commercially reasonable notice of an order. The court declined to render summary judgment on this claim because there were material facts in dispute.

With respect to the plaintiff's claim under domestic law that it had relied on defendant's promise so that the promise was binding as if it were a contract, the court concluded that this claim was not preempted by the Convention. The court distinguished plaintiff's claim from claims specifically addressed by the Convention

(art. 16(2)(b) CISG). The court declined to render summary judgment on this claim because there were material facts in dispute.

With respect to the claims of negligence and negligent misrepresentation, the court concluded that the claims were outside the scope of the Convention. Applying domestic law, the court rendered summary judgment for the defendant on these claims.

Case 580: CISG 1 (1) (a); 7; 35 (2) (b)

United States: U.S. [Federal] Court of Appeals, Fourth Circuit; No. 00 1125
21 June 2002

Schmitz-Werke GmbH + Co. v. Rockland Industries, Incorporated

Published in English: Federal Appendix, 37, 687;

<http://pacer.ca4.uscourts.gov/opinion.pdf/001125.U.pdf>

Abstract prepared by Peter Winship, National Correspondent

The issue before the appellate court was whether to affirm a judgment for the buyer that awarded damages to the buyer for losses resulting from the delivery of nonconforming goods.

The buyer, a German company with its place of business in Germany, concluded several contracts with the seller, a Maryland corporation with its place of business in the United States, for the purchase of drapery fabric. During initial negotiations a representative of the seller stated that the fabric was suitable for transfer printing. The buyer purchased increasingly larger amounts of the fabric notwithstanding problems with transfer printing. The buyer brought suit against the seller for breach of its obligation to deliver conforming goods. The district court entered judgment for the buyer. The seller appealed.

The appellate court stated that the Convention governed the contract on the basis of art. 1(1)(a) CISG. It also stated that gaps in the Convention were to be filled by Maryland law if the Convention or the general principles on which it was based did not provide a solution (art. 7(2) CISG).

The court concluded that the buyer could recover for breach of the seller's obligation to deliver fabric that satisfied the buyer's particular use (art. 35(2)(b) CISG) by showing the fabric was not satisfactory for transfer printing without the additional need to show the particular defect that caused this failure. Ruling that the Convention was silent on the issue, the court applied applicable state law to determine whether the buyer must establish that a particular defect caused the loss.

[This opinion was not selected for publication in the Federal Reporter. Fourth Circuit Rule 36(c) sets out rules for citing this opinion in U.S. courts.]

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I. Cases by jurisdiction

United States of America

Case 574: CISG 1 (1) (a); 6; 7 (2); 30; 35; 74—United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, *Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd.* (29 January 2003)

Case 575: CISG 1 (1) (a); 6; 7 (1); 9 (2); 36 (1); 39 (1); 40—United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, *BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al.* (11 June 2003; corrected 7 July 2003)

Case 576: CISG 1 (1) (a); 8 (3); 11; 14; 18; 19 (3); 23; 29—United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, *Chateau des Charmes Wines Ltd. v. Sabaté USA Inc.* (5 May 2003)

Case 577: CISG 1 (1) (a); 38; 39—United States: U.S. [Federal] District Court, Northern District of Illinois; No. 01 CV 4447, *Chicago Prime Packers, Inc. v. Northam Food Trading Co.* (28 May 2003)

Case 578: CISG 8; 9; 25; 29; 38; 39; 64; 71-73—United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, *Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation* (17 December 2001)

Case 579: CISG 1 (1) (a); 4 (a); 7 (1); 9; 11; 14 (1); 16 (2) (b); 18 (3); 60 (a)—United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), *Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al.* (10 May 2002; 16 August 2002—opinion on rehearing)

Case 580: CISG 1 (1) (a); 7; 35 (2) (b)—United States: U.S. [Federal] Court of Appeals, Fourth Circuit; No. 00 1125, *Schmitz-Werke GmbH + Co. v. Rockland Industries, Incorporated* (21 June 2002)

II. Cases by text and article

United Nations Sales Convention (CISG)

CISG 1 (1) (a)

Case 574: United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, *Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd.* (29 January 2003)

Case 575: United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, *BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al.* (11 June 2003; corrected 7 July 2003)

Case 576: United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, *Chateau des Charmes Wines Ltd. v. Sabaté USA Inc.* (5 May 2003)

Case 577: *United States: U.S. [Federal] District Court, Northern District of Illinois; No. 01 CV 4447, Chicago Prime Packers, Inc. v. Northam Food Trading Co. (28 May 2003)*

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

Case 580: *United States: U.S. [Federal] Court of Appeals, Fourth Circuit; No. 00 1125, Schmitz-Werke GmbH + Co. v. Rockland Industries, Incorporated (21 June 2002)*

CISG 4 (a)

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 6

Case 574: *United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd. (29 January 2003)*

Case 575: *United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)*

CISG 7

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Case 575: *United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)*

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CISG 9

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 9 (2)

Case 575: *United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)*

CISG 11

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes*

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 14

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes*

CISG 14 (1)

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 16 (2) (b)

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 18

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes*

CISG 18 (3)

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 19 (3)

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes Wines Ltd. v. Sabaté USA Inc. (5 May 2003)*

CISG 23

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes Wines Ltd. v. Sabaté USA Inc. (5 May 2003)*

CISG 25

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

CISG 29

Case 576: *United States: U.S. [Federal] Court of Appeals, Ninth Circuit; No. 02 15727, Chateau des Charmes Wines Ltd. v. Sabaté USA Inc. (5 May 2003)*

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

CISG 30

Case 574: *United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd. (29 January 2003)*

CISG 35

Case 574: *United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd. (29 January 2003)*

CISG 35 (2) (b)

Case 580: *United States: U.S. [Federal] Court of Appeals, Fourth Circuit; No. 00 1125, Schmitz-Werke GmbH + Co. v. Rockland Industries, Incorporated (21 June 2002)*

CISG 36 (1)

Case 575: *United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)*

CISG 38

Case 577: *United States: U.S. [Federal] District Court, Northern District of Illinois; No. 01 CV 4447, Chicago Prime Packers, Inc. v. Northam Food Trading Co. (28 May 2003)*

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

CISG 39

Case 577: *United States: U.S. [Federal] District Court, Northern District of Illinois; No. 01 CV 4447, Chicago Prime Packers, Inc. v. Northam Food Trading Co. (28 May 2003)*

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

CISG 39 (1)

Case 575: *United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)*

CISG 40

Case 575: United States: [U.S.] Court of Appeals, Fifth Circuit; No. 02 20166, BP Oil International, Ltd. and BP Exploration & Oil, Inc. v. Empresa Estatal Petroleos de Ecuador et al. (11 June 2003; corrected 7 July 2003)

CISG 60 (a)

Case 579: *United States: U.S. [Federal] District Court, Southern District of New York; Nos. 98CIV861 (RWS), 99CIV3607 (RWS), Geneva Pharmaceuticals Technology Corp. v. Barr Laboratories, Inc. et al. (10 May 2002; 16 August 2002—opinion on rehearing)*

CISG 64

Case 578: United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)

CISG 71-73

Case 578: *United States: U.S. [Federal] District Court for the Western District of Michigan; No. 1:01-691, Shuttle Packaging Systems, L.L.C. v. Tsonakis, Ina S.A. and Ina Plastics Corporation (17 December 2001)*

CISG 74

Case 574: *United States: U.S. [Federal] District Court for the Northern District of Illinois; No. 01 CV 5938, Ajax Tool Works, Inc. v. Can Eng Manufacturing Ltd. (29 January 2003)*