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REPORT ON THE RELATIONSHIP BETWEEN THE UNIFORM LAW ON PRESCRIPTION
AND OTHER CONVENTIONS RELATING TO INTERNATIONAL SALE OF GOODS BY
Mr. PAUL JENARD, REPRESENTATIVE OF BELGIUM TO UNCITRAL

The principal international Conventions which should be taken into account in drafting the United Nations Convention on time-limits and limitations (prescription) in the field of international sales are as follows:

1. The Hague Convention of 15 June 1955 on the Law Applicable to International Sales of Goods. This applicable law, which can be ascertained by reference to the Convention, includes provisions relating to time-limits and limitations.
2. The Hague Convention of 15 April 1958 on the Law Applicable to the Transfer of Title in International Sales of Goods. This applicable law included time-limits and limitations for the different actions of the seller and the buyer.
3. The Hague Convention of 1 July 1964 relating to a Uniform Law on the International Sales of Goods, which contains certain provisions relating to loss of rights:

Article 39, paragraph 1

The buyer shall lose the right to rely on a lack of conformity if he has not given notice thereof within a period of two years.

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Article 49, paragraph 1

"The buyer shall lose his right to rely on lack of conformity with the contract at the expiration of a period of one year after he has given notice as provided in Article 39".

The possibility could be considered of inserting in the preliminary draft of the Convention a clause specifying that the Convention does not affect the Conventions which have already been or are to be concluded and which, in specific cases, already cover the subject of prescription.

This clause would not, however, solve the problem for States which were parties to both the Convention on Prescription and the 1955 Hague Convention on the Law Applicable.

For example, would a State which was a party to the 1955 Convention be able to apply the provisions of the Convention on Prescription only if the latter had been ratified by the country whose law was declared to be applicable under the 1955 Convention?

In the opinion of the Belgian delegation, the question at issue cannot be settled until a decision has been taken on the sphere of application of the Convention on Prescription (universalist system, subordination to the rules of private international law, application in all cases in which the uniform law would be applicable in accordance with the declarations made by Contracting States, etc ...).
