



General Assembly

Distr.: General
29 June 2000

Original: English

United Nations Commission on International Trade Law

CASE LAW ON UNCITRAL TEXTS (CLOUT)

UNCITRAL index of the United Nations Convention on Contracts for the International Sale of Goods

1. This document contains the updated consolidated index to the Sales Convention (Part I) and covers all CISG cases having appeared in documents A/CN.9/SER.C/ABSTRACTS/1 to 30. It supersedes document A/CN.9/SER.C/INDEX/2/Rev.2, dated 26 April 1999, which covered CISG cases set out in documents A/CN.9/SER.C/ABSTRACTS/1 to 22. The index is based on the thesaurus (document A/CN.9/SER.C/INDEX/1) and lists cases under the pertinent provision of the Sales Convention and the sub-issue with which each particular case deals.
2. Court decisions are listed alphabetically by country with an indication of the year of the decision and the CLOUT number of the case. Arbitral awards are identified as such and are listed by year of issue with an indication of the case number. Further consolidated indices will be published periodically as subsequent revisions to this document.
3. Under each sub-issue listed below, bold entries signify new cases contained in documents A/CN.9/SER.C/ABSTRACTS/23 to 30.
4. In order to facilitate research on the cases published in CLOUT, two additional indexes (Part II) to all abstracts published in CLOUT have been prepared. Section A of Part II sets forth an index by State/entity where CLOUT cases have originated and Section B of Part II sets forth an index by the year of the cases that have appeared in CLOUT.
5. It should be noted that all CLOUT documents are available on the website of the UNCITRAL secretariat on the Internet (<http://www.uncitral.org>).

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72A	When clear that party will commit fundamental breach (art. 25)		
	Germany	1994	130
		1995	124
	Switzerland	1997	261
73A	Fundamental breach with respect to instalment (art. 73(1))		
	Germany	1991	51
		1998	293
	Switzerland	1997	214
		1998	251
73B	Refusal of future instalments (art. 73(2))		
	Austria	1998	238
	Germany	1998	293
	Hungary	1999	265
	Switzerland	1997	214
73B12	Fundamental breach with respect to future instalments		
	France	1995	154
	Spain	1997	246
74A	Loss suffered as consequence of breach		
	Arbitral award	1992	301
		1994	93, 94, 304
		1995	140
		1996	166
	France	1999	243, 313
	Germany	1989	4
		1990	7
		1991	50-51
		1992	227
		1993	47-49, 281
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		1995	132, 133, 167
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		1997	235, 296
		1998	288
	Spain	1997	210
	Switzerland	1995	195, 196
		1996	193
		1997	214, 254
	U.S.A.	1994	85
		1995	138
74A1	Includes loss of profit		
	Arbitral award	1994	300
74A11	Computation: loss of volume; overhead costs		
	Germany	1977	311

74B	Outer limits of damages; foreseeability of loss		
	Arbitral award	1992	301
		1994	304
	Germany	1998	272
		1999	294
74C	Other problems		
	Arbitral award	1994	302
	Germany	1998	318
75A	Substitute transaction after avoidance		
	U.S.A.	1994	85
		1995	138
75A2	Repurchase by aggrieved buyer		
	Germany	1997	277
		1999	294
75C	Damages recoverable		
	Arbitral award	1994	304
75C1	Difference between contract price and price in substitute transaction		
	Arbitral award	1989	102
	Germany	1992	227
		1994	130
76B	Damages recoverable based on current price		
	Germany	1992	227
76E	Other problems		
	Germany	1998	318
77A	Obligation to take reasonable measures to mitigate damages		
	Arbitral award	1992	301
		1994	303
		1993	104
	Germany	1992	227
		1994	130
		1997	284, 296, 311
		1998	318
		1999	271
	Hungary	1999	265
	U.S.A.	1994	85
		1995	138
78A	Interest on delay in receiving price or any other sum in arrears		
	Arbitral award	1992	26, 301
		1993	103, 104
		1994	302, 303, 304
	France	1995	153
	Germany	1990	5-7
		1991	1, 6
		1992	227
		1994	79, 81-83

	1995	132, 228
Netherlands	1993	99
Switzerland	1991	55
	1996	211
	1997	219, 254
U.S.A.	1994	85
	1995	138
78B Rate of interest		
Arbitral award	1992	26, 301
	1993	103, 104
	1994	93-94, 300, 302, 303, 304
France	1995	152
Germany	1990	5, 7
	1991	1, 6
	1994	79, 81-83
	1995	132
	1997	295
Italy	1989	90
Netherlands	1993	100
Switzerland	1992	95
	1993	97
	1994	197
	1995	195
	1996	193
U.S.A.	1994	85
78B3 Applicable domestic law; compounding		
Germany	1997	282
78C Other problems		
Arbitral award	1994	300
79A Central issue: exemption from liability for damages (art. 79(1))		
Arbitral award	1996	166
Italy	1993	54
79B Impediments excusing party		
Arbitral award	1989	102
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79B1 General elements for excusing party		
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79C Non-performance attributable to third-party contractor (art. 79(2))		
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80A Party causing non-performance: loss of rights		
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80A2	As general principle		
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81A	Obligations of both parties under Convention		
	Germany	1997	235
81C	Restitution by each party of benefits received (art. 81(2))		
	Germany	1995	136
		1998	288, 293
	Switzerland	1997	214, 261
82A1	Inability to return goods in same condition (art. 82(1))		
	Germany	1991	316
		1994	82
		1997	235
82B2	Goods modified as result of examination (art. 82(2)(b)) or:		
	Germany	1997	235
84A	Seller bound to refund price must pay interest (art. 84(1))		
	Arbitral award	1992	301
		1993	103
		1994	302, 304
	Germany	1995	133, 136
		1998	293
	Italy	1989	90
	Switzerland	1997	214, 261
84B	Buyer must account to seller for benefits from goods (art. 84(2))		
	Germany	1995	165
85B1	Must take reasonable steps to preserve goods		
	Arbitral award	1993	104
86	Duty of buyer who has received goods and intends to reject		
	Arbitral award	1994	304
86D	Buyer's obligation to preserve goods		
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86E	Other Problems		
	France	1995	155
87A	Preservation of goods (arts. 85 & 86) by deposit in warehouse		
	Arbitral award	1993	104
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88A	Party obliged to preserve goods may sell them (art. 88(1))		
	Arbitral Award	1994	304
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88B	Duty to sell (art. 88(2))		
	Arbitral award	1993	104

92A	Declarations not to be bound by Part II (Formation of Contracts, arts. 14-24) or Part III (Sale of Goods, arts. 25-88)		
	Denmark	1998	309
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99A	Date of entry into force (articles 99(1) & (2))		
	Spain	1997	188
99B	Denunciation of 1964 Hague Conventions on Sale (ULF & ULIS) (articles 99(3), (4), (5) & (6))		
	Italy	1988	8
100A1	Applicability based on date of proposal or offer (art. 100(1))		
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	Italy	1988	8
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	Switzerland	1992	95
		1994	197, 198
100B1	Applicability based on date of contract (art. 100(2))		
	Arbitral award	1989	102
		1992	301
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	Spain	1997	188
	Switzerland	1996	212

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	(1990)	5, 7
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(1999)	306	Austria
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	271, 294, 319	Germany
	265	Hungary
	320	Spain

Acronyms:

ICC:	International Chamber of Commerce
AISCC:	Arbitration Institute of the Stockholm Chamber of Commerce

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