Empirical Findings
CISG 2025 [1]

In 2025, 231 CISG (United Nations Convention on Contracts for the International Sale of Goods) cases were reported, with full texts or abstracts made available. These cases include not only those directly applying the CISG but also several instances where its application was excluded. Additionally, some cases referred to the CISG as an interpretive tool for domestic legal provisions.

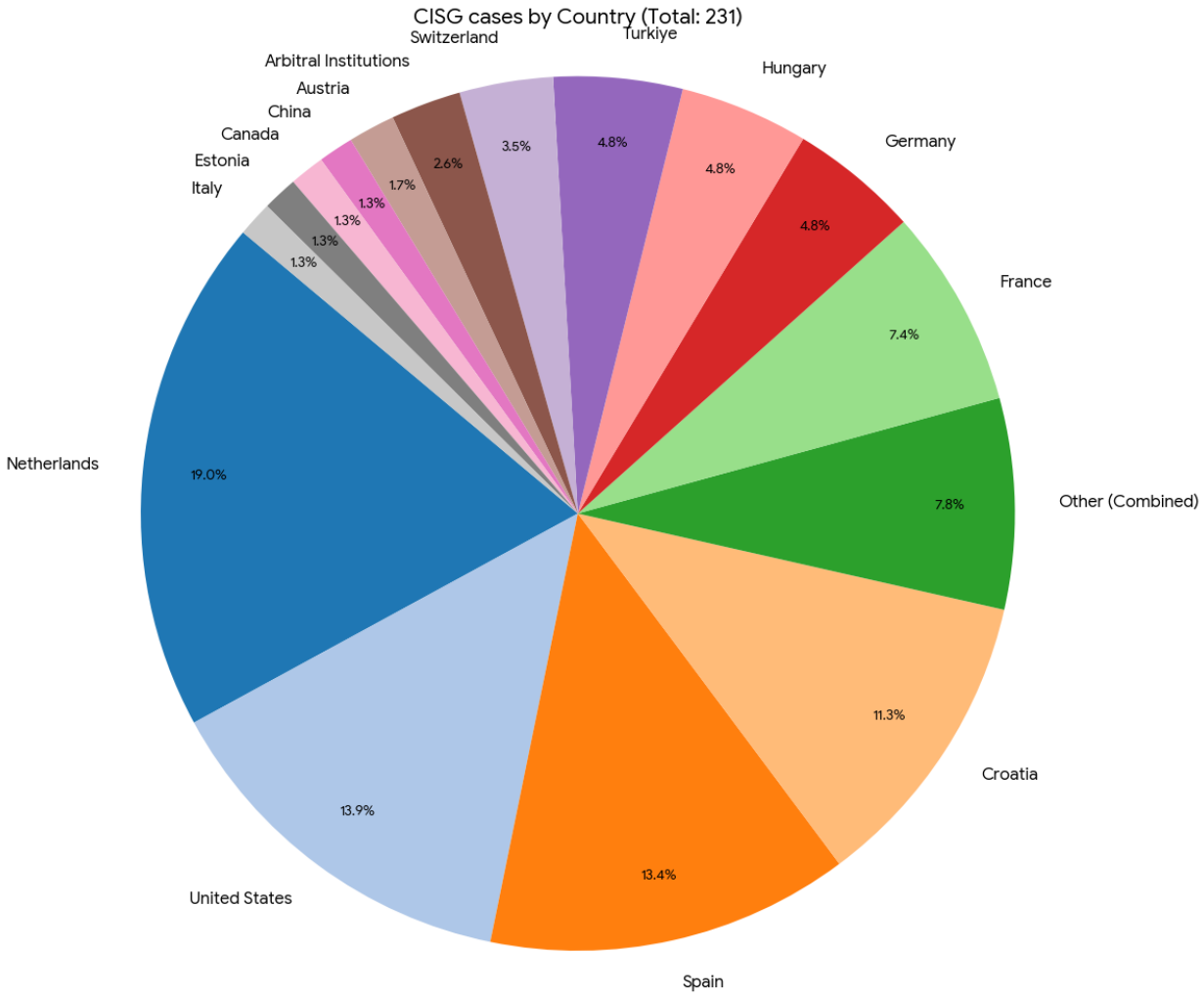
The first chart illustrates the **percentage** distribution of cases across various jurisdictions, with- *once again*- the Netherlands taking lead. This year, the United States takes second place and U.S. courts have interpreted some key CISG concepts. Jurisdictions that account for less than 1% of the reported cases have been grouped under the category "other," collectively comprising over 7% of the total reported cases. These jurisdictions represent a diverse range, from Luxembourg to South Korea.

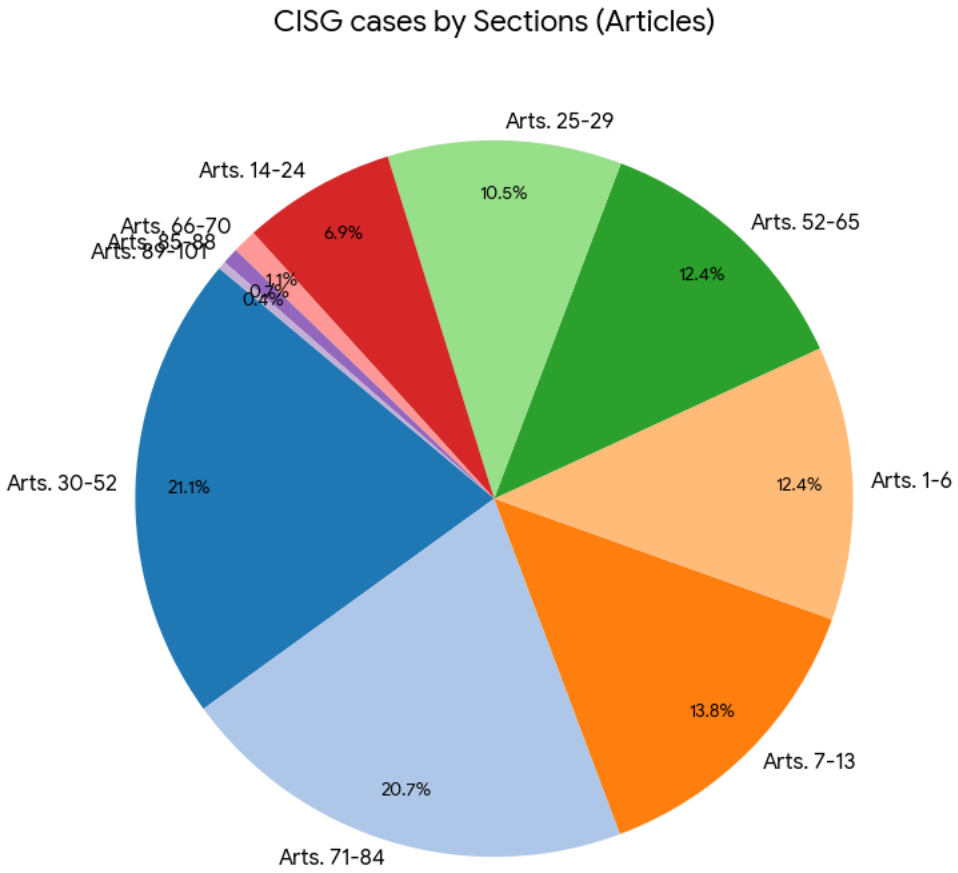
[1] It should be noted that the cut-off period is December 24, 2025.

It is crucial to note that these findings should not be deemed conclusive due to late reporting, difficulty/ lack of access to jurisprudence and transparency of reporting in some jurisdictions. Additionally, the figures do not accurately represent the number of arbitration cases, as confidentiality and lack of transparency in reporting plays a significant role in international commercial arbitration proceedings.

The second chart illustrates the **percentage** in relation to relevant CISG articles/ sections. It is important to recognize that the data in this chart may be repetitive, as most cases analyze multiple CISG issues, and each relevant section has been considered accordingly. The sections are categorized as follows: (i) conflicts of law and structural rules consisting of the sphere of application (Arts. 1-6) and general provisions, including interpretation of contract and parties' intent (Arts. 7-13); (ii) formation of contract, including offers, acceptance, and battle of forms (Arts. 14-24); (iii) substantive provisions consisting of the general provisions dealing with performance, fundamental breach, and form requirements (Arts, 25-29), the seller's obligations, including delivery, (non-) conformity, and available remedies (Arts. 30- 52), the buyer's obligations and available remedies (Arts. 52- 65), passing of risk (Arts. 66- 70), the common provisions, including the effects of avoidance, anticipatory breach, *force majeure* and impediments, damages, and interest (Arts. 71-84), the preservation of goods (Arts. 85- 88); and (iv) the final provisions (Arts. 89- 101), including reservations and declarations.

CISG Cases and Arbitration: This year, an increase was noted in the number of CISG-related cases reported in which arbitral awards were challenged before domestic courts. These challenges varied from alleged misapplication of the CISG to claims based on other public policy grounds and, in the United States, *forum non conveniens*. Courts generally tend to uphold arbitral awards except in exceptional circumstances, and this was also the case in these CISG disputes. However, it is well worth noting that some of these decisions may serve as precedent not for the interpretation of the CISG itself, but rather for relevant concepts related to the enforcement of international arbitral awards.


CISG cases by Country (Total: 231)
Switzerland
Turkiye
Arbitral Institutions
Hungary
Austria
China
Germany
Canada
Estonia
France
Italy
Other (Combined)
Netherlands
Croatia
United States
Spain
3.5%
4.8%
4.8%
4.8%
2.6%
1.7%
1.3%
1.3%
1.3%
1.3%
7.4%
7.8%
19.0%
11.3%
13.9%
13.4%


CISG cases by Sections (Articles)
Arts. 25-29
10.5%
Arts. 14-24
6.9%
Arts. 52-65
12.4%
Arts. 66-70
Arts. 85-88
Arts. 89-101
1.1%
0.7%
0.4%
Arts. 30-52
21.1%
12.4%
Arts. 1-6
13.8%
Arts. 7-13
20.7%
Arts. 71-84