Highlights from the CISG Database

Canadian court disregards Art. 1(1)(b) and holds that the CISG does not apply because the counterpart is from Portugal, a non-contracting party at the time of conclusion of the contract.

New York state court of first instance discusses which version prevails under the CISG when the contract has been drafted in two languages consisting of contradicting clauses.

U.S. federal district court analyzes the inclusion of standard terms to CISG contracts in light of established case law.

Dutch court limits the application of the CISG by holding that the CISG does not apply when the original party assigned the contract, as it [the original party] is not a party to the contract.

The warranty provisions of the UCC and CISG applied side by side in an ICDR arbitration proceeding.

- 2021 Pace CISG case law statistics published based on January 2022 data
- A two-part article published in the UNSW Law Journal discussing application of the CISG to digital assets