



**July & August
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Highlights from the CISG Database

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- ❖ ***Courts ruled on the application of the CISG in Hong Kong***
 - ✓ The [Dutch court](#) held that the CISG applied as per Art. 1(1)(b), because the CISG had not become effective in Hong Kong.
 - ✓ Dealing with prejudgment remedy, the [U.S. court](#) did not clarify whether the CISG was to be applied to the sales contracts executed with a party from Hong Kong.
- ❖ ***Prejudgment interest rate (CISG Art. 78)***
 - ✓ The [U.S. court](#) held that Federal statutory interest was to be applied to CISG disputes.
- ❖ ***Courts interpreted opting- out of the CISG***
 - ✓ The [U.S. court](#) held that, *inter alia*, diversity jurisdiction amounted to implicit choice of state law.
 - ✓ The [U.S. court](#) held that CISG could not be invoked for the first time at appellate review.
- ❖ ***Interpretation of the Writing Requirement (Art. 13)***
 - ✓ The [Dutch court](#) held that “WhatsApp” and similar communications were “writings” as per the CISG.
- ❖ ***Arbitration***
 - ✓ Recent CISG dispute heard under [NAI](#) has been submitted for confirmation in the U.S. courts.
 - ✓ The [Turkish court](#) held that the choice of law and arbitration agreement between Turkish parties was invalid as it had not been drafted in the Turkish language.
- ❖ ***COVID19***
 - ✓ After numerous cases heard by Dutch courts, the [Estonian court](#) also ruled on a dispute concerning breach of contract and non – conformity of face masks.