July & August 2022
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.